

**VILLAGE OF DOWNERS GROVE**  
**Report for the Village Council Meeting**  
**10/17/2017**

<b>SUBJECT:</b>	<b>SUBMITTED BY:</b>
Maintenance of Security Systems at Fire Station #2, Police Station and Parking Deck	Dave Kenny Director, Information Technology

**SYNOPSIS**

A resolution has been prepared authorizing the execution of a three year agreement and addendum with Advent Systems, Inc. for the security systems maintenance at Fire Station #2 (access control, security camera system, intercom), Police Station (security camera system) and the Parking Deck (security cameras, duress system) in the amount of \$38,200 for year one and \$39,812 for years two and three.

**STRATEGIC PLAN ALIGNMENT**

The goals for 2017-2019 include *Exceptional Municipal Services*.

**FISCAL IMPACT**

The FY18 Proposed Budget includes a total of \$40,564; \$22,709 in the General Fund (Page 4-3, Line 18) and \$17,855 in the Parking Fund (Page 4-27, Line 18) for this renewal.

**RECOMMENDATION**

Approval on the October 17, 2017 consent agenda.

**BACKGROUND**

Advent maintains security systems (cameras, recorders, access control, duress system) for the Village at Fire Station #2, the Police Station and the Parking Deck. Pursuant to the Village's Purchasing Policy, in 2008, Advent was recognized as a sole source supplier due to their ability to design and integrate the security systems. Advent Systems brought together multifaceted components into a complex electrical system and developed custom-made solutions to fit the Village's particular needs. Consequently, they are in the best position to understand how the system is supposed to work and provide support.

The cost proposal for 2018 contains a slight increase over the 2017 contract amount. There is a 4.2% increase for Year 2 and no increase for Year 3.

**ATTACHMENTS**

Resolution  
Agreement

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION AUTHORIZING EXECUTION OF A MAINTENANCE  
AGREEMENT AND ADDENDUM BETWEEN  
THE VILLAGE OF DOWNERS GROVE  
AND ADVENT SYSTEMS, INC. FOR  
THE MAINTENANCE OF CLOSED CIRCUIT TELEVISION SYSTEMS**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Agreement (the "Agreement") and Addendum (the "Addendum"), between the Village of Downers Grove (the "Village") and Advent Systems, Inc. (the "Contractor"), for maintenance of the Parking Deck, Fire Station #2 and Police Station closed circuit television systems, as set forth in the form of the Agreement and Addendum submitted to this meeting with the recommendation of the Village Manager, are hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement and Addendum, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement and Addendum.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

\_\_\_\_\_  
Mayor

Passed:

Attest: \_\_\_\_\_  
Village Clerk

## Village of Downers Grove

**ADDENDUM TO MAINTENANCE AGREEMENT BETWEEN  
ADVENT SYSTEMS, INC. AND THE VILLAGE OF DOWNERS GROVE**

The following terms and conditions shall apply to the Agreement dated October 2, 2017 by and between Advent Systems, Inc. ("Advent") and the Village of Downers Grove ("Village"):

**1. INSURANCE REQUIREMENTS**

Prior to starting the work, ADVENT and any Subcontractors shall procure, maintain and pay for such insurance as will protect against claims for bodily injury of death, or for damage to property, including loss of use, which may arise out of operations by ADVENT or Subcontractor or any Sub-Sub Contractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall not be less than the greater of coverages and limits of liability specified below or any coverages and limits of liability specified in the Contract Documents or coverages and limits required by law unless otherwise agreed to by the Village.

Workers Compensation	\$500,000	Statutory
Employers Liability	\$1,000,000	Each Accident
	\$1,000,000	Disease Policy Limit
	\$1,000,000	Disease Each Employee
Comprehensive General Liability	\$2,000,000	Each Occurrence
	\$2,000,000	Aggregate
		<i>(Applicable on a Per Project Basis)</i>
Commercial Automobile Liability	\$1,000,000	Each Accident
Professional Errors & Omissions	\$1,000,000	Each Claim
(pursuant to section .9 below)	\$1,000,000	Annual Aggregate
Umbrella Liability	\$ 5,000,000	

Commercial General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents. The limit must be on a "Per Project Basis".

Comprehensive Automobile Liability Insurance required under this paragraph shall include

## Village of Downers Grove

coverage for all owned, hired and non-owned automobiles.

Workers Compensation coverage shall include a waiver of subrogation against the Village.

Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, **or** by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.

ADVENT and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the "Village of Downers Grove, officers, officials, employees and volunteers" as "additional insureds" with respect to liability arising out of operations performed; claims for bodily injury or death brought against Village by any ADVENT or Subcontractor employees, or the employees of Subcontractor's subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be **Primary and Non-Contributory**.

ADVENT and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A- VIII. In the event that ADVENT or any Subcontractor fails to procure or maintain any insurance required by the Contract Documents, the Village may, at its option, purchase such coverage and deduct the cost thereof from any monies due to ADVENT or Subcontractor, or withhold funds in an amount sufficient to protect the Village, or terminate this Agreement pursuant to its terms.

All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) days prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall not be obligated to review such certificates or other evidence of insurance, or to advise ADVENT or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the ADVENT or Subcontractor from, nor be deemed a waiver the right to enforce the terms of the obligations hereunder. The Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.

Only in the event that the Work under the Contract Documents includes design, consultation, or any other professional services, ADVENT or the Subcontractor shall procure, maintain, and pay for Professional Errors and Omissions insurance with limits of not less than \$1,000,000 per claim and \$1,000,000 annual aggregate. If such insurance is written on a claim made basis, the retrospective date shall be prior to the start of the Work under the

## Village of Downers Grove

Contract Documents. ADVENT and all Subcontractors agree to maintain such coverage for three (3) years after final acceptance of the Project by the Village or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.

Any deductibles or self-insured retentions shall be the sole responsibility of the Insured. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees and volunteers; or ADVENT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**2. COPYRIGHT/PATENT INFRINGEMENT**

ADVENT agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any equipment, systems, or services provided by ADVENT that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

**3. CAMPAIGN DISCLOSURE**

Any vendor who enters into a contract with the Village of Downers Grove shall be required to submit an executed Campaign Disclosure Certificate, attached hereto.

The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the Agreement, ADVENT agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

**4. SUBLETTING OF CONTRACT**

This Agreement shall not be assigned or any part sub-contracted without the written consent of the Village Manager. In no case shall such consent relieve ADVENT from their obligation or change the terms of the contract.

**5. BILLING & PAYMENT PROCEDURES**

Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any

## Village of Downers Grove

bill approved for payment must be paid or the payment issued to ADVENT within 60 days of receipt of a proper bill or invoice. If payment is not issued to ADVENT within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.

The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify ADVENT requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.

Please send all invoices to the attention of Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL. 60515.

**6. PATRIOT ACT COMPLIANCE**

ADVENT represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. ADVENT further represents and warrants to the Village that ADVENT and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. ADVENT hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

**7. NONDISCRIMINATION**

ADVENT shall, as a party to a public contract:

- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- (b) By signing this Agreement, ADVENT certifies that it is an "equal opportunity employer" as defined by Section 900(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11247 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 7.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of this Agreement.

It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age,

## Village of Downers Grove

marital status, physical or mental handicap or unfavorable discharge for military service. ADVENT shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Sec. 900 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et. seq., and The Americans With Disabilities Act, 42 U.S.C. Sec. 12101 et. seq.

**8. SEXUAL HARASSMENT POLICY**

ADVENT, as a party to a public contract, shall have a written sexual harassment policy that:

- 5.1.1 Notes the illegality of sexual harassment;
- 5.1.2 Sets forth the State law definition of sexual harassment;
- 5.1.3 Describes sexual harassment utilizing examples;
- 5.1.4 Describes ADVENT's internal complaint process including penalties;
- 5.1.5 Describes the legal recourse, investigative and complaint process available to ADVENT's employees; and
- 5.1.7 Describes the protection against retaliation afforded to ADVENT's employees.

**9. EQUAL EMPLOYMENT OPPORTUNITY**

In the event of ADVENT's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), ADVENT may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, ADVENT agrees as follows:

That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, sexual orientation, sexual identity or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military services.

## Village of Downers Grove

That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the ADVENT's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with ADVENT in its efforts to comply with such Act and Rules and Regulations, ADVENT will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, ADVENT will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, ADVENT will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

**10. DRUG FREE WORK PLACE**

ADVENT, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:

Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or ADVENT's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Village's or ADVENT's policy of maintaining a drug

## Village of Downers Grove

free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.

Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace from an employee or otherwise receiving actual notice of such conviction.

Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.

Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

**11. INDEMNITY AND HOLD HARMLESS AGREEMENT**

To the fullest extent permitted by law, ADVENT shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of ADVENT, its employees, or its subcontractors, and ADVENT, its employees, or its subcontractors, and ADVENT 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 in any such action, ADVENT shall, at its own expense, satisfy and discharge the same. This Agreement shall not be construed as requiring ADVENT to indemnify the Village for its own negligence. ADVENT shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of ADVENT, its employees, or its Subcontractors.

**12. RELATIONSHIP BETWEEN ADVENT AND THE VILLAGE**

The relationship between the Village and ADVENT is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

**13. GOVERNING LAW**

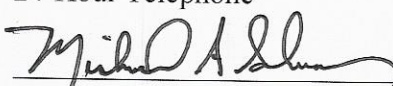

This Agreement will be governed by and construed in accordance with the laws of the State of Illinois without regard for the conflict of laws provisions.

Village of Downers Grove

14. COOPERATION WITH FOIA COMPLIANCE

Consultant acknowledges that the Freedom of Information Act may apply to public records in possession of the Consultant. Consultant shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. 5 ILCS 140/1 et. seq.

**ADVENT:**

<u>Advent Systems, Inc.</u> Company Name	Date: <u>10/2/17</u>
<u>435 W. Fullerton Ave.</u> Street Address of Company	<u>Michael_S@adventsystems.com</u> Email Address
<u>Elmhurst, IL 60126</u> City, State, Zip	<u>Michael A. Schwarz</u> Contact Name (Print)
<u>(630) 279-7171</u> Business Phone	<u>(708) 237-6604</u> 24-Hour Telephone
<u>(630) 279-7676</u> Fax	 Signature of Officer, Partner or Sole Proprietor
ATTEST: If a Corporation  Signature of Corporation Secretary	<u>Michael A. Schwarz - Vice President</u> Print Name & Title

VILLAGE OF DOWNERS GROVE:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Signature of Village Clerk

\_\_\_\_\_  
Date

Village of Downers Grove

**Campaign Disclosure Certificate**

Any contractor, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate.

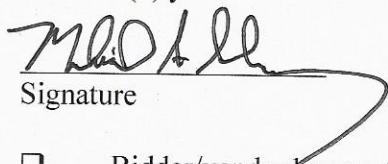
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid documents, ADVENT agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare: \_\_\_\_\_

Bidder/vendor has not contributed to any elected Village position within the last five (5) years.

  
Signature

Michael A. Schwarz  
Print Name

Bidder/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: \_\_\_\_\_  
(company or individual)

To whom contribution was made: \_\_\_\_\_

Year contribution made: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name



435 West Fullerton Avenue  
 Elmhurst, IL 60126-1404  
 Office (630) 279-7171  
 Fax (630) 279-7676

## Q U O T A T I O N

Date: September 22, 2017 No. 20557-LLR

To: Village of Downers Grove  
 801 Burlington Avenue  
 Downers Grove, Illinois 60515

Project: Maintenance Agreement  
 Parking Garage, Police  
 and Fire Station

Attention: Dave Kenny

Email: dkenny@downers.us  
 Phone: (630) 434-5544

Prices are for equipment and services as listed only, unless otherwise specified herein. Any alternation or deviation involving extra costs will be executed only upon written order and will become an extra charge over and above this quotation. Because of conditions beyond our control, this quotation is effective only for a period of THIRTY DAYS from the date above. Taxes now in effect or if and when levied on any sale based on this quotation must be added to the price, unless specifically provided for in the quotation. Deliveries are subject to all causes beyond our control, or whatever nature, and also in addition subject to strikes, accidents, and failure of raw material supplies.

**TERMS - THIRTY DAYS NET FROM DATE OF INVOICE.** No cash discounts for prepayment. Any order based on this quotation shall be subject to approval and acceptance by Advent System, Inc.

We are pleased to submit the following quotation on the above-mentioned project.

### Maintenance Agreements

This full service maintenance agreement shall be per the attached service agreement including Scope of Work, Conditions, Exhibit A and Equipment List.

### Year One: January 1, 2018 through December 31, 2018

#### Parking Garage at 945 Curtiss

Year One Annual Investment..... \$17,848.00

#### Police Department at 825 Burlington Avenue

Year One Annual Investment..... \$10,936.00

#### Fire Station #2 at 5420 South Main Street

Year One Annual Investment..... \$9,416.00

**Total Investment for Year One.....\$38,200.00**

Bi-Annual Investment.....\$19,100.00



## Q U O T A T I O N

Date: September 22, 2017 No. 20557-LLR

### Year Two: January 1, 2019 through December 31, 2019

<b>Parking Garage at 945 Curtiss</b>	
Year Two Annual Investment.....	\$18,596.00
<b>Police Department at 825 Burlington Avenue</b>	
Year Two Annual Investment.....	\$11,396.00
<b>Fire Station #2 at 5420 South Main Street</b>	
Year Two Annual Investment.....	\$9,820.00
<b>Total Investment for Year Two.....</b>	<b>\$39,812.00</b>
Bi-Annual Investment.....	\$19,906.00

### Year Three: January 1, 2020 through December 31, 2020

<b>Parking Garage at 945 Curtiss</b>	
Year Three Annual Investment.....	\$18,596.00
<b>Police Department at 825 Burlington Avenue</b>	
Year Three Annual Investment.....	\$11,396.00
<b>Fire Station #2 at 5420 South Main Street</b>	
Year Three Annual Investment.....	\$9,820.00
<b>Total Investment for Year Three.....</b>	<b>\$39,812.00</b>
Bi-Annual Investment.....	\$19,906.00

Accepted by: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Linda L. Raphael  
 Customer Service & Support  
[lraphael@adventsystems.com](mailto:lraphael@adventsystems.com)  
 Direct: (630) 532-5235



435 West Fullerton Avenue  
Elmhurst, IL 60126-1404  
Office (630) 279-7171  
Fax (630) 279-7676

**Village of Downers Grove  
801 Burlington Avenue  
Downers Grove, Illinois 60515**

**MAINTENANCE AGREEMENT  
SCOPE OF WORK**

**This Agreement shall cover all the equipment that is shown on the attached Equipment Lists for: Parking Garage at 945 Curtiss  
Police Department at 825 Burlington Avenue  
Fire Station #2 at 5420 South Main Street**

**Service for the Access Control / Alarm Monitoring, Video Surveillance, Intercom and Code Blue Systems will include the following:**

• ***Scheduled Maintenance Visit***

Includes annual, preventive maintenance visit which will accomplish the following functions:

Annually (Clean, check and adjust for proper operation):

- Access control panels and associated interface devices
- Digital video recording systems and associated devices
- Cameras with associated lenses
- Intercom masters and substations
- Code Blue emergency duress system and associated interface devices

• ***Software Maintenance***

Performed annually to check and clean up files in order to insure optimum operation.

Software revisions released by Software House, Inc. will be furnished and installed by Advent Systems. These may include new features, system enhancements, new documentation, dial-in diagnostics, and support. Software coverage will include the C-Cure 9000 Series M Access Control software package. This work may be performed in concurrence with the preventative maintenance visits.

Some software revisions may require changes to computer hardware and/or new operating system software to enable the revision to be installed. Computer hardware upgrades and operating system software and installation are not provided under this Agreement and will be performed only upon formal request and shall be billed outside of the scope of this Agreement.

Virus protection, third party software or network related troubles are the responsibility of the owner and are not included under this Agreement. Should the owner's software malfunction due to a computer virus; then these costs are not included under this Agreement and will be performed only upon formal request and shall be billed separate from this Agreement.



Village of Downers Grove  
801 Burlington Avenue  
Downers Grove, Illinois 60515

MAINTENANCE AGREEMENT  
SCOPE OF WORK

- ***Hardware Repair Service***

Includes the labor and material to repair/replace any non-functioning or failed system component. Replacement parts will be of like-kind and quality and will be new or refurbished by manufacture. Replaced parts become the property of Advent Systems upon exchange. Substitute replacement parts will be used only after receiving approval from owner. Should damage to components or system be due to neglect or abuse, the service call rate shall apply to the repair of said items as listed in Exhibit A.

- ***Instant Loaner***

We maintain a service pool of loaner equipment specifically designed to support our full service plan customers. If our field technicians are not able to repair a piece of faulty equipment at your location, then we will replace it with a loaner (based upon availability) at no charge, keeping your down time to a minimum. The defective equipment will be repaired by the manufacturer, and returned to your site accordingly. All freight charges are paid by Advent Systems.



Village of Downers Grove  
801 Burlington Avenue  
Downers Grove, Illinois 60515

MAINTENANCE AGREEMENT  
ADDITIONAL CONDITIONS

- ***On-Call Telephone Support***

Includes telephone support during Advent Systems normal working hours, as defined below. Telephone support can be obtained by calling our Service Department directly at 630-532-5260.

- ***Emergency Services***

Shall be available 24 hours a day, seven days a week, and will be billed at the incremental costs as outlined in the Off-Hour Support section.

- ***Service Calls***

All service calls must be placed by the owner via telephone or email. Advent Systems, Inc. service phone numbers are 630-532-5260 or 630-279-7171. Our service email address is: [servicedept@adventsystems.com](mailto:servicedept@adventsystems.com).

All service calls made during normal working hours will be included in the scope of this Agreement. Normal working hours are defined as 8:00 a.m. through 4:30 p.m., Monday through Friday. Service calls for items not listed on the Equipment List will be billed as listed in Exhibit A.

- ***Off-Hour Support***

Requests for service and support outside of Advent Systems normal working hours are handled by calling our answering service at 708-237-6604. The appropriate charges will be incurred as outlined in Exhibit A.

Holidays are New Year's Day, Easter, Memorial Day, July 4th, Labor Day, Thanksgiving and Christmas.

Travel time will not be billed on any normal maintenance or warranty call unless the work is not covered by the warranty or maintenance agreement. Travel time will be billed portal to portal for all after-hours and emergency calls at the rates specified in this Agreement, unless it is a continuation of the work-day on site.



Village of Downers Grove  
801 Burlington Avenue  
Downers Grove, Illinois 60515

MAINTENANCE AGREEMENT  
ADDITIONAL CONDITIONS

- **Limitations**

Advent Systems shall have no liability to owner or others for any damages, claims, penalties, losses, costs, or expenses caused by or resulting from any act, condition or cause beyond the control of Advent Systems, including but not limited to strikes, floods, accidents, wars, insurrections, riots, other acts of God, errors or defects in data, any materials supplied to Advent Systems by owner, delays of supplies or actions of owner, except when due to the negligence or willful misconduct of Advent Systems, its employees or agents.

- **Bi-annual Billing**

Payment for these services will be invoiced annually, in bi-advance. Any invoices outside the scope of this Agreement will be billed within fourteen (14) business days. Payments are thirty (30) days net from receipt of invoice.

- **Cancellation, Early Termination**

Owner may terminate this Agreement at any time during the Term of this Agreement, with or without cause, upon formal written notification to Advent Systems by certified or registered mail delivery. Upon cancellation, owner may have a balance due or will be entitled to a prorated refund for pre-paid services after the effective date of such termination providing proper notification has been made, less any and all costs Incurred by Advent Systems, including but not limited to software support costs, labor, material, and repair costs, costs for third party agreements or work in progress. Such prorated refunds will be paid within ten (10) working days of the termination effective date.



Village of Downers Grove  
801 Burlington Avenue  
Downers Grove, Illinois 60515

MAINTENANCE AGREEMENT  
EXHIBIT A

<u>Service Type</u>	<u>Service Time</u>	<u>Billing Structure</u>
<b>Pricing - Equipment Included under Contract</b>	a.) Normal Working Hours	a.) Included
	b.) 4:30 p.m. - 8:00 a.m. Weekdays & 8:00 a.m. - 4:30 p.m. Saturday	b.) \$55.00 per hour, minimum of 4 hours. Travel time is included.
	c.) 4:30 p.m. Saturday – 8:00 a.m. Monday	c.) \$110.00 per hour, minimum of 4 hours. Travel time is included.
	d.) Holidays	d.) \$220.00 per hour, minimum of 4 hours. Travel time is included.
<b>Pricing - Equipment Not Included under Contract</b>	a.) Normal Working Hours	a.) \$110.00 per hour, minimum of 2 hours. Travel time is included.
	b.) 4:30 p.m. - 8:00 a.m. Weekdays & 8:00 a.m. - 4:30 p.m. Saturday	b.) \$165.00 per hour, minimum of 4 hours. Travel time is included.
	c.) 4:30 p.m. Saturday – 8:00 a.m. Monday	c.) \$220.00 per hour, minimum of 4 hours. Travel time is included.
	d.) Holidays	d.) \$220.00 per hour, minimum of 4 hours. Travel time is included.



Village of Downers Grove  
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MAINTENANCE AGREEMENT  
EQUIPMENT LIST

**Downers Grove Parking Garage at 945 Curtiss**

**Code Blue Emergency Duress System:**

- 1 - NEC Telephone Switch 6X40
- 1 - Code Blue Diagnostic Software
- 32- Code Blue IV CB II-E Interactive Voice Communications Units
- 32- Code Blue Remote Beacon/Strobe Lights
- 2 - Code Blue CM3000-S Speakerphones (located in elevator cabs)
- 1 - Code Blue1S

**Digital Recording System:**

- 1 - Kollektor LAN Master Software
- 4 - Kollektor KOL4090 LAN Servers 16 Channel with 120GB Hard Drives
- 1 - Kollektor Kollektor LAN Master and Personal Computer
- 1 - Kollektor Pelco PMC21A 21" Color Monitor
- 49- Pelco ICS110-CRV Cameras with Variable Focal Lenses
- 2 - Kalatel Mini Board Cameras (located in elevator cabs)
- 8 - Pelco Low Voltage Camera Power Supplies
- 1 - Seps Ferrup Uninterruptable Power Supply FE1.4 KVA Including Batteries



Village of Downers Grove  
801 Burlington Avenue  
Downers Grove, Illinois 60515

MAINTENANCE AGREEMENT  
EQUIPMENT LIST

**Police Department at 825 Burlington Avenue**

**Video Surveillance System:**

- 2 - Vicon SVFT-W23-V Pan, Tilt and Zoom Day/Night Dome Cameras with V Option
- 2 - Vicon SVFT-UWM Wall Mounts
- 8 - Vicon V910AV-DN Day/Night IP Dome Cameras
- 6 - Vicon V910AV-PH Pendant Adapters for Dome Cameras
- 2 - Vicon V910AV-CA Fixed IP Dome Cameras
- 2 - Vicon V910-ICD In-Ceiling Mounts
- 1 - Pelco ICS090-CA3.6 Mini Dome Cameras
- 6 - Vicon SVFTWM Wall Mounts
- 1 - 19" Flat Panel Monitor
- 2 - Vicon S28WPS-1 28 VAC Camera Power Supplies
- 10- Vicon S24PS 24 VAC Camera Power Supplies
- 1 - Vicon V7525-UPS Uninterruptible Power Supply
- 1 - Vicon VN1000 Viconet Software with Master Nucleus Configuration
- 1 - Vicon Viconet Nucleus/Web Server Software
- 1 - Vicon 6TB Network Video Recorder
- 1 - Vicon 16 Channel Digital Video Encoder

**Video Surveillance System Additions: Sally Port Camera  
(Covered under this agreement on 7/31/17 when warranty expired)**

- 1 - Clinton VX50B Vandal Resistant Dome Camera



Village of Downers Grove  
801 Burlington Avenue  
Downers Grove, Illinois 60515

MAINTENANCE AGREEMENT  
EQUIPMENT LIST

**Fire Station #2 at 5420 South Main Street**

**Access Control System:**

- 1 - Software House C•Cure 9000 Model M Software S/N: 9-10241 Version 2.6
- 1 - Software House iSTAR Sixteen Reader Access Control Panel
- 1 - Software House iSTAR Eight Reader Access Control Panel
- 2 - Software House apS Power Supplies
- 1 - Software House Eight Position Input Board
- 19 - HID 140-350 Black Wall Switch Readers
- 4 - HID 5365 Mullion Readers
- 8 - Sentrol 2207A Overhead Door Contacts
- 22 - Sentrol 1076W Flush Mounted Door Contacts
- 23 - Bosch DS-160i Request to Exit Motion Sensors
- 2 - Altronix AL600ULX Lock Power Supplies
- 5 - Altronix PD8 Fused Output Boards

**Video Surveillance System:**

- 5 - Vicon VN1000V4 Workstation Software
- 5 - Vicon VE-1000-I Workstation Software Enhancements
- 1 - Vicon VE-NVR-I Workstation Software Enhancements
- 1 - Vicon VN-NVR-1000V4-R Network Video Recorder
- 1 - Vicon VM-619LCD 19" LCD Monitor
- 7 - Vicon V910A-IP4 IP Cameras
- 4 - Vicon V910-W3312-DNV4 Outdoor IP Cameras
- 1 - Vicon V725-UPS Uninterruptable Power Supply
- 1 - Wareforce Mini Keyboard
- 1 - Pelco MSC16-20 Camera Power Supply
- 4 - ADI DK-MRJ45C5E Surge Protectors
- 2 - Wareforce KVM Switches

**Intercom System:**

- 4 - Aiphone LEF10 Ten Station Intercom Masters
- 7 - Aiphone LED Intercom Substations
- 1 - Aiphone PS1225UL Power Supply
- 4 - Aiphone RY-PA Relays



Village of Downers Grove  
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MAINTENANCE AGREEMENT  
EQUIPMENT LIST

Notes:

This maintenance agreement will cover support and upgrades for the Vicon Kollector, master nucleus and IP cameras.

Not included under this maintenance agreement:

Servers, work stations or badging printers

Network switches or network related issues

Wire and telephone lines

Electric locks/strikes or mag locks



ADVESYS-01 MDELZOPPO

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/1/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Mesiraw Insurance Services, Inc. 353 N. Clark St Chicago, IL 60654	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (312) 595-6200      FAX (A/C, No): E-MAIL ADDRESS:												
INSURER(S) AFFORDING COVERAGE													
<b>INSURED</b>  Advent Systems, Inc. 435 West Fullerton Avenue Risk ID 91-1054221 Elmhurst, IL 60126-1404	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>INSURER A : Charter Oak Fire Insurance Company</td> <td style="text-align: right;">25615</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty Co of Amer</td> <td style="text-align: right;">25674</td> </tr> <tr> <td>INSURER C : Lloyds of London</td> <td style="text-align: right;">00000</td> </tr> <tr> <td>INSURER D : Phoenix Insurance Company</td> <td style="text-align: right;">25623</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER A : Charter Oak Fire Insurance Company	25615	INSURER B : Travelers Property Casualty Co of Amer	25674	INSURER C : Lloyds of London	00000	INSURER D : Phoenix Insurance Company	25623	INSURER E :		INSURER F :	
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INSURER C : Lloyds of London	00000												
INSURER D : Phoenix Insurance Company	25623												
INSURER E :													
INSURER F :													

**COVERAGES**

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			DTCO1D357226COF17	06/03/2017	06/03/2018	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/>			DT8101D357226COF17	06/03/2017	06/03/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ZUP15P0185817NF	06/03/2017	06/03/2018	EACH OCCURRENCE \$ 20,000,000
							AGGREGATE \$ 20,000,000
							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below			DTKUB1D35722617	06/03/2017	06/03/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	E&O/Cyber Liability			W1894D160301	06/03/2017	06/03/2018	2,000,000
D	Commercial Property			QT6603D690504PHX17	06/03/2017	06/03/2018	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Insurer D: Phoenix Insurance Company; NAIC #: 25623  
 Type of Insurance: Inland Marine - Leased or Rented Equipment (Any One Item)  
 Policy Number: QT6603D690504PHX17; Policy Eff. 06/03/2017; Policy Exp. 06/03/2018  
 Limit: \$200,000

SEE ATTACHED ACORD 101

**CERTIFICATE HOLDER**

**CANCELLATION**

Village of Downers Grove  
 801 Burlington Avenue  
 Downers Grove, IL 60515

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



AGENCY CUSTOMER ID: ADVESYS-01

MDELZOPPO

LOC #: 1

## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY <b>Mesirow Insurance Services, Inc.</b>		NAMED INSURED <b>Advent Systems, Inc.</b> 435 West Fullerton Avenue Risk ID 91-1054221 Elmhurst, IL 60126-1404	
POLICY NUMBER <b>SEE PAGE 1</b>		EFFECTIVE DATE: <b>SEE PAGE 1</b>	
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>		

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

#### Description of Operations/Locations/Vehicles:

RE: maintenance agreement Additional Insured on a primary & non-contributory basis with respect to General and Automobile Liability where Required by Written Contract: -Village of Downers Grove, and its officers, officials, employees and volunteers  
 Waiver of Subrogation with respect to Workers Compensation under a Written Contract in favor of: -Village of Downers Grove, and its officers, officials, employees and volunteers