

VILLAGE OF DOWNERS GROVE
Report for the Village Council Meeting
1/9/2024

SUBJECT:	SUBMITTED BY:
Change Order and Extension to ALPR Contract With Minuteman Security Life and Safety, Inc.	Michael DeVries Chief of Police

SYNOPSIS

A resolution has been prepared to authorize a change order and extension to a contract with Minuteman Security and Life Safety, Inc. for the purchase, installation and maintenance of an additional four (4) automated license plate readers (ALPR's) in an amount not to exceed \$47,491.68.

STRATEGIC PLAN ALIGNMENT

The goals for 2023-2025 include *Exceptional Municipal Services*.

FISCAL IMPACT

In the October of 2023, the Village received from the State of Illinois Attorney General's Office an Organized Retail Crime Grant in the amount of \$51,000. The majority of the grant, \$47,500, is to be used towards the purchase and installation of four (4) automated license plate readers ("ALPR's). This grant will cover the entire purchase and installation of the four (4) ALPR's.

RECOMMENDATION

Approval on the January 9, 2024 Consent Agenda.

BACKGROUND

In October 2021, the Village entered into an agreement with Minuteman Security and Life Safety, Inc. for the purchase, installation and operation of 19 ALPR's that were set to be installed at 18 key entrances to the Village for a total cost of \$226,684.53. ALPR cameras read the license plates of all vehicles that pass the ALPR cameras and have the capability to alert the police when the cameras detect a vehicle suspected of being involved in criminal activity. Through no fault of Minuteman, the current agreement with Minuteman is set to expire without all of the work contemplated thereunder having been complete. The Village is working with DuPage County for authorization to install some of the ALPR cameras onto County property, so an extension to the agreement with Minuteman is necessary to facilitate Minuteman's installation of the remaining ALPR's onto County property.

Last October, the Village received from the Illinois Attorney General's Office an Organized Retail Crime Grant, the funds of which must be used to combat retail crime. The Village requested and was granted \$51,100 in grant funds. The majority of the grant, \$47,500, is to be used to for the purchase, installation and operation of 4 additional ALPRs, which shall be installed in the Butterfield corridor to assist in identifying and

apprehending offenders who may be linked to organized retail crime activities. The extension and change order to the agreement with Minuteman Security and Life Safety includes the one year extension of the contract, as well as the purchase, installation, and operation of the 4 additional ALPR systems. The cost of the change order is in an amount not to exceed \$47,491.68 for a total contract price of \$274,176.21.

Staff is satisfied with the quality of work performed by Minuteman. If approved, this would be the first extension and change order to this contract.

ATTACHMENTS

Resolution

Contract Extension and Change Order

RESOLUTION NO. ____**A RESOLUTION AUTHORIZING EXECUTION OF
AN EXTENSION AND CHANGE ORDER
TO THE AGREEMENT BETWEEN
THE VILLAGE OF DOWNERS GROVE AND
MINUTEMAN SECURITY AND LIFE SAFETY, INC.**

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 Extension and Change Order (the "Agreement"), between the Village of Downers Grove (the "Village") and Minuteman Security and Life Safety, Inc. (the "Provider"), for the for the purchase, installation and maintenance of an additional four (4) automated license plate readers (ALPR's), as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is 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, 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.

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

**EXTENSION AND CHANGE ORDER
TO THE AGREEMENT BETWEEN
THE VILLAGE OF DOWNERS GROVE AND
MINUTEMAN SECURITY AND LIFE SAFTEY, INC.**


The Village of Downers Grove, Illinois and Minuteman Security Technologies, Inc. DBA Minuteman Security and Life Safety, Inc. entered into a Contract for the purchase and installation of automated license plate readers on or about October 12, 2021 (the "Agreement"). The Parties desire to increase the scope of work, the increased scope of which is set forth more detail in Quote # 026957, attached hereto and incorporated herein by reference (the "Quote"). Pursuant to the terms of the Agreement, the Parties also desire to extend the Agreement for an additional twelve-month period under the following terms:

1. The Agreement is hereby extended for an additional one (1) year and shall expire on December 31, 2024.
2. The parties hereby agree to a change order to incorporate into the Agreement the services described in the Quote for an additional amount not to exceed \$47,491.68, for a total contract price not to exceed \$274,176.21.
3. All other terms from the Agreement remain in full force and effect.

VILLAGE OF DOWNERS GROVE

**MINUTEMAN SECURITY AND LIFE
SAFTEY, INC.**

David Fieldman, Village Manager



Signature

Attest:

Title: SVP

Village Clerk

Attest:

Corporate Secretary

Date: _____

Date: 12-21-23



We have prepared a quote for you

Village of Downers Grove - LPR Camera Adds 2023

Quote # 026957
Version 3

Prepared for:

Village of Downers Grove

Jeremy Thayer
jthayer@downers.us

8200 W. 185th St
 Tinley Park, IL 60487
<https://www.minutemanst.com>
 331-3013302



Scope of Work

Scope:

The Village of Downers Grove would like to expand their current LPR system. The following locations listed below have been identified as the next set of LPR camera that need to be deployed within Downers Grove.

Site 1 – EB Butterfield Rd just before Downers Dr. (Pole DG4) - 3 LPR cameras

- Downers Grove has a Village owned street light pole on South side of Butterfield Rd 400ft West of Downers Dr.
- Minuteman will install (1) 12ft mast arm on this pole. (pole #035 on system 053)
- Minuteman will install (3) Genetec LPR cameras on this mast arm to capture 5 lanes of Eastbound traffic on Butterfield Rd
- Minuteman will install (2) OPM battery box to power system during the day when there is no active power at the pole
- LPEC to install step down transformer
- LPEC to install disconnect at 4ft for Minuteman OPM battery box
- Downers Grove PD to provide (2) sim cards with static IP and Unlimited cellular data plan

Site 3 – Finley & Brook (Pole 41) - 1 LPR camera

- Downers Grove has a Village owned street light pole on Finley Rd just North of Brook.
- Pole is located on the West side of Finley Rd, 267ft North of Brook Dr. (pole #041 on system 001)
- Minuteman will install (1) LPR camera on this pole to capture 2 lanes of traffic traveling Southbound on Finley.
- Minuteman will install (1) OPM battery box to power system during the day when there is no active power at the pole
- LPEC to install step down transformer
- LPEC to install disconnect at 4ft for Minuteman OPM battery box
- Downers Grove PD to provide (1) sim card with static IP and Unlimited cellular data plan

Minuteman assumes the following will be provided and/or installed by others:

- A/C disconnect and step down transformers on village owned poles by LPEC (Lyons Pinner Electrical Contractors)
- 110VAC as needed.
- Sim Cards and Unlimited Cellular Data Plans for each location

Minuteman assumes:

- Assumes all work will be completed during normal business hours of Monday - Friday 7:00AM - 5:00PM.
- That there is not a requirement for prevailing wage and or union labor.

Payment Info:

- Payment Terms: [Net30].
- Progress payments per AIA form will be submitted.
- Final Payment due upon completion of project.

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Recurring Services

Description	Recurring	Price	Qty	Ext. Recurring	Ext. Price
1 Year Unity Subscription for Genetec Camera	\$500.00	\$500.00	4	\$2,000.00	\$2,000.00
Genetec Advantage for 1 AutoVu fixed camera connec	\$80.00	\$80.00	4	\$320.00	\$320.00

Recurring Subtotal: **\$2,320.00**

Subtotal: **\$2,320.00**

Materials

Description	Price	Qty	Ext. Price
Field Devices			
Black AutoVu SharpV Camera Kit which includes Shar	\$5,108.51	4	\$20,434.04
Online Power Module, 2 LPR w/R240 Uplink	\$2,768.52	3	\$8,305.56
Peplink MAX BR1 Mini - LTE - US	\$466.67	3	\$1,400.01
DIN Rail Bracket for BR1-MINI	\$40.00	3	\$120.00
Multi-Band Diversity/Mimo Antenna, Lte, Wifi & G	\$316.67	3	\$950.01
Misc Security Installation Materials	\$200.00	1	\$200.00
per Day Charge for Aerial Boom Lift Bucket Truck	\$300.00	2	\$600.00
Shipping & Handling	\$275.00	1	\$275.00

Subtotal: **\$32,284.62**

Labor

Description	Price	Qty	Ext. Price
Installation Services	\$3,624.00	1	\$3,624.00
Programming Services	\$2,416.00	1	\$2,416.00
Project Management Services	\$0.00	1	\$0.00
Engineering Services	\$2,800.00	1	\$2,800.00
Electrical disconnect wired into existing power w/permit	\$4,047.06	1	\$4,047.06

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Labor

Description	Price	Qty	Ext. Price
Subtotal:			\$12,887.06

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Downers Grove - LPR Camera Adds 2023



Prepared by:

Illinois

Shawn O'Connell
 3314549656
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Prepared for:

Village of Downers Grove

825 Burlington Ave
 Downers Grove, IL 60515-4783
 Jeremy Thayer
 (630) 434-5653
jthayer@downers.us

Quote Information:

Quote #: 026957

Version: 3

Delivery Date: 11/20/2023

Expiration Date: 12/31/2023

Quote Summary

Description	Amount
Recurring Services - Year 1	\$2,320.00
Materials	\$32,284.62
Labor	\$12,887.06
Total: \$47,491.68	

Recurring Expenses Summary

Description	Amount
Recurring Services - Annual Recurring Fees starting in Year 2	\$2,320.00
Recurring Total: \$2,320.00	

Payment Terms: Net 30 Days

Illinois

Village of Downers Grove

Signature: Shawn O'Connell

Name: Shawn O'Connell

Title: Executive Account Manager

Date: 11/20/2023

Signature: _____

Name: _____

Date: _____

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Sales Agreement T&C's

Standard

OPERATION: Customer shall be responsible for: (i) properly testing and setting the system on every closing and to properly turn off the system on each opening (if applicable); (ii) testing any detection device, or other electronic equipment designated in the Proposal prior to setting the System for closed periods; (iii) notifying Minuteman promptly if such equipment fails to respond to the test; and (iv) using and operating the System and the equipment properly and in accordance with proper operating procedures (if customer requires Minuteman Security Technologies). Whenever Minuteman employees or authorized representatives are sent to the Covered Premises in response to a service call or alarm signal caused by the Customer improperly following operating instructions or failing to close or properly secure a protected point, Customer agrees to pay an additional service charge at Minuteman's prevailing rate per occurrence.

DELAYS - INTERRUPTION OF SERVICE: Minuteman shall not be liable for any delays, however caused, or for interruptions of service caused by strikes, riots, floods, acts of God, loss of communication and or other signal transmission lines, or by any event beyond the control of Minuteman. Minuteman will not be required to furnish service to Customer while such interruption shall continue.

EXCLUSIONS: Services to be provided by Minuteman pursuant to this Agreement do not include:

- Repair of damage or increase in service time caused by failure to continually provide a suitable operating environment for the System as prescribed by Minuteman and/or the manufacturer of any equipment used in the System, including, but not limited to, the failure to provide, or the failure of, adequate and regulated electrical power, air conditioning or humidity control; or such special requirements as contained in the Proposal hereto.
- Repair of damage or increase in service time caused by use of the equipment for other than the ordinary use for which the equipment was designed or purpose for which it was intended.
- Repair of damage, replacement parts (due to other than normal wear) or repetitive service calls caused by the use of unauthorized supplies or equipment.
- Repair of damage or increase in service time caused by: accident, disaster, which shall include, but not be limited to, fire, flood, water, wind and lightning; transportation, neglect or misuse, alterations, which shall include, but not be limited to, any deviation from Minuteman's physical, mechanical or electrical machine design; attachments, which are defined as the mechanical, electrical or electronic interconnecting to non-Minuteman equipment and devices not supplied by Minuteman.
- Electrical work external to the equipment or accessories furnished by Minuteman.

ADDITIONAL CHARGES: Unless otherwise specified in the Proposal, service charges for the system are based upon coverage during "normal business hours of operation." Service performed outside this window, or as a result of the failure of the Customer to adhere to the requirements as specified by either the manufacturer or outside the scope of the Agreement, shall be chargeable at Minuteman's prevailing rates. Customer shall not tamper with, adjust, alter, move, remove, or otherwise interfere with equipment without Minuteman's specific permission, nor permit the same by other contractors. Any work performed by Minuteman to correct Customer's breach of the foregoing obligation shall be corrected and paid for by Customer at Minuteman's prevailing rates. Remedial maintenance due to Acts of God or events beyond the control of Minuteman shall be corrected by Minuteman and paid for by Customer in accordance with Minuteman's prevailing rates.

Minuteman shall have the right to increase or decrease the periodic service charge provided above at any time or times after the expiration of one year from the date service is operative under this Agreement, upon giving Customer written notice thirty (30) days in advance of the effective date of such increase or decrease.

LIQUIDATED DAMAGES - MINUTEMAN'S LIMITS OF LIABILITY: Customer understands that Minuteman is not an insurer; that Customer is responsible for obtaining insurance for such reasons or purposes, including theft and vandalism, and in such amounts, as Customer shall

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Sales Agreement T&C's

determine. Customer further understands and agrees that the sums payable hereunder to Minuteman are based upon the value of services offered and equipment value provided and such sums are not related to the value of property belonging to Customer or to others located on the Covered Premises. Customer does not and shall not seek indemnity under this Agreement from Minuteman, and specifically waives any rights for indemnity for any damages or losses caused by hazards to customers, invitees, guests, or property of customer or third parties. Customer understands and agrees that the System and the services to be supplied hereunder are designed to detect security breaches, and that MINUTEMAN MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT THE SYSTEM OR THE SERVICES IT FURNISHES WILL AVERT OR PREVENT OCCURRENCES, OR THE CONSEQUENCES THEREFROM. Customer agrees that Minuteman shall not be liable to Customer, its employees, agents or guests, or to any third party, for any losses or damages, irrespective of origin, to person or property, whether directly or indirectly caused by performance or non-performance of obligations imposed upon Minuteman under this Agreement or by negligent acts or omissions of Minuteman, its agents or employees. In all events, it is further agreed that if Minuteman should become liable for any losses or damages for any reason having to do with this Agreement, Minuteman's total liability to Customer shall be limited \$250., which sum the Customer agrees is reasonable. The payment of this amount shall be Minuteman's sole and exclusive liability regardless of the amount of loss or damage incurred by the Customer.

INDEMNIFICATION: Each party shall indemnify and hold harmless the other, their trustees, officers, professional staff, employees and agents from and against any loss, damage, claim or liability, including reasonable attorneys' fees (collectively "liabilities"), arising out of the performance of this Agreement to the extent that such liabilities arise from the acts or omissions, negligence, gross or reckless misconduct, or intentional wrongdoing of the indemnifying party, its trustees, officers, professional staff, employees or agents.

WARRANTY: Minuteman Security Technologies, Inc. Full One Year Limited Warranty:

- **What is Covered:** This warranty covers any defects in materials or workmanship, including installation, with the exceptions stated below.
- **How Long Coverage Lasts:** This warranty runs for one year from the date your system was installed and accepted.
- **What Is Not Covered:** This warranty does not cover intentional or un-intentional misuse or of any of the system components or software. The warranty does not cover damage as a result of acts of god (lighting, floods, storms, etc...) or electric surge.
- **What Minuteman Will Do:** Minuteman will repair any part of the system that is proved to be defective in materials or workmanship. In the event repair is not possible on certain system components, Minuteman will replace said component with similar specification and price.
- **How To Get Service:** Contact our service department at your nearest service center. A service representative will review your system and take any necessary action to correct problems covered by this warranty.
- **How State Law Applies:** This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Turnkey Installation

THIS QUOTE INCLUDE: Only the items and quantities of devices listed on this quotation. The design is pending approval of authorities having jurisdiction where approval is required. Pre-installation rough-in followed by one site visit for final connection of head-end w/ training if needed and all required testing to be performed during the same visit. Acceptance and testing documentation (when applicable). For alarm systems with a key lock box, if shown on plans the least expensive lock box will be provided unless specified otherwise. Work is to be performed during the hours of 8:00 AM and 4:30 PM. We may choose to make a network connection in the building to facilitate commissioning and service remotely.

THIS QUOTE DOES NOT INCLUDE: Multiple site visits for phased projects unless it was specifically advised of the phasing schedule prior to providing this quote. Permits, licenses, sales tax, or shipping costs to the customer unless each is specifically listed. Third party approvals or third-party testing or inspections unless specifically listed. Return visits if other trades could not be coordinated to be present during our

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Sales Agreement T&C's

original site visit. Labeling of devices, controls or any required signs unless specifically listed on the quote. Unforeseen existing conditions that were not brought to our attention prior to the quote.

IT IS THE CUSTOMER'S RESPONSIBILITY TO: Provide a revised equipment count if the quantities shown are incorrect. Provide a minimum of FIVE business days to schedule. Provide a clean and safe working environment that complies with all OSHA rules and standards. Provide a safe and secure, climate-controlled storage area for tools and the equipment being installed. Provide labeling and any required signs. Provide trash receptacles and pay for all trash removal unless trash removal is specifically listed. Cutting, patching, and painting of any areas affected by the installation unless each of these functions are specifically listed on the quote. If there is a custom annunciator/map or custom control panel, etc. then AutoCAD files must be provided to work from. To pay additional travel and labor costs for any additional unplanned site-visits.

Escalation Clause

TC-Escalation Clause

Due to recent market volatility and ongoing supply chain issues, Minuteman is incorporating the following clause into all proposals and maintenance contracts:

Through no fault of Minuteman, In the event of a delay in product availability or price increase of materials procured by any manufacture and/or distributor, the contract sum, time of completion, or contract requirements shall be adjusted by a change order in accordance with the procedures of the Contract Documents. A change in price of any item of material from our manufactures or distributors will be considered between the date of this contract and the date of installation. Issuance of a purchase order or signed proposal constitutes acceptance of this clause.