THE VILLAGE OF TINLEY PARK

Cook County, Illinois Will County, Illinois

RESOLUTION NO. 2024-R-057

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND TOTAL AUTOMATION CONCEPTS, INC. FOR FACILITIES AUTOMATION SYSTEMS ANNUAL MAINTENANCE AND INSPECTIONS

MICHAEL W. GLOTZ, PRESIDENT NANCY M. O'CONNOR, VILLAGE CLERK

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Board of Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park

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WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Agreement with Total Automation Concepts, Inc. a true and correct copy of such Agreement being attached hereto and made a part hereof as **EXHIBIT 1**; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Agreement be entered into by the Village of Tinley Park.

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

That this President and Board of Trustees of the Village of Tinley Park hereby find Section 2: that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Agreement" be entered into and executed by said Village of Tinley Park, with said Agreement to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Agreement.

That this Resolution shall take effect from and after its adoption and approval. Section 4:

ADOPTED this 4th day of June 2024, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

Brady, Brennan, Mahoney, Mueller, Shaw, sullivan **AYES:**

NAYS: None

ABSENT: None **APPROVED** this 4th day of June 2024, by the President of the Village of Tipley Park v mage r resident Villag**e** Clerk

EXHIBIT 1

AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND TOTAL AUTOMATION CONCEPTS, INC. FOR FACILITIES AUTOMATION SYSTEMS ANNUAL MAINTENANCE AND INSPECTIONS



5602 W. 120th Street Alsip, Illinois 60803 Phone: 708-597-3143 Fax: 708-824-3845 www.ta-concepts.com

BUILDING AUTOMATION SERVICE AGREEMENT #TINLPK1 COMMERCIAL – 1 Year

Page 1 of 3

Purchaser

Village of Tinley Park 16250 Oak Park Ave Tinley Park, Illinois 60477

This agreement includes planned maintenance services on your Schneider Electric building automation systems at the following locations:

- Village Hall 16250 Oak Park Ave, Tinley Park, II
- Police Department 7850 W. 183rd Street, Tinley Park, II
- Public Works 7980 W. 183rd Street, Tinley Park, II
- Oak Park Ave Train Station 6700 South Street, Tinley Park, II
- 80th Ave Train Station 18001 80th Ave, Tinley Park, II
- Fire Station 1 (Safety Building) 17255 68th Court, Tinley Park, II
- Fire Station 47 7825 W. 167th Street, Tinley Park, II
- Fire Station 3 9191 175th Street, Tinley Park, II
- Fire Station 4 7801 W. 191st Street, Tinley Park, II

Total Automation Concepts will check all field devices, controllers and network elements as indicated below. This is recommended for all sites to maintain original condition of the installed and commissioned systems. This is accomplished by providing necessary testing and calibration, identifying detects and potential problem areas and reducing the likelihood that emergencies will occur.

This agreement will be performed during normal business hours (7:00am to 4:00pm, Monday thru Friday)

This agreement is in effect for a period of one (1) year beginning 5/1/24 and ending 4/30/25.

This agreement will include (3) additional quarterly inspections.

This agreement includes:

System Software Upgrades:

- This includes system and security software upgrades. You will receive the latest software and security revisions and documentation.
- All field devices will receive the latest necessary firmware upgrades.
- We will update your system once a year with these updates. At that time we will include on-site training to familiarize you with these new features as they are added to your system to be sure that you gain the full benefit of the latest product enhancements.

Database Protection:

- The database protection prepares your system to be restored in the event of damage to the system or the information contained within it. Upon completion of the system backup you will receive a copy of the backup and another copy will be stored off-site (with your approval) at our local office. This provides additional protection in the event of damage to your on-site copy.
- This agreement will include (1) backup routine a year, performed on the entire building automation system, including the front end work station or servers as well as your entire network of field controllers.

Building Automation Network Equipment and Field Controller Inspections:

- This includes planned maintenance routines preformed on network interfaces, routers and field controllers.
- Checking the battery backup circuit, scan times and verifying control loops.

System Testing:









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• System testing involves testing individual systems and validating items such as critical alarms, smoke control sequences and safety circuits. Results of this testing will verify proper operation of critical systems and identify any potential problems.

Remote Support Service:

- A service engineer or system programmer will assist you with troubleshooting software programs, PID loops and any other issues with which you need assistance.
- This includes (1) hour per month of remote support services. Additional remote services will be billed at preferred rates.
- You the customer are responsible for local system communication cost and access.

Priority Telephone Assistance:

- We will provide access to our emergency service call line which enables you to access our pool of on-call
 engineers, upon placing a call you will be asked details about your site, system and your contact number.
 An engineer will then contact you to discuss the problem and will attempt to identify the solution over the
 remote access.
- Should the engineer be unable to identify the solution remotely then he will advise you of the initial cost of a site visit and the availability of a service engineer.

This agreement provides you with preferential treatment as a Service Agreement Customer, and guarantees you same day service for Normal and Emergency Service calls.

This agreement gives you preferred labor rates which is 10% off Total Automation Concepts standard labor rates.

This agreement gives you 10% off all parts and labor on all repair service while under agreement.

This agreement maintain records of service inspections, indicating type of service, or adjustments made on the system by our technicians.

Any items found in need of repair or replacement during our inspections will be quoted to the customer for authorization to proceed.

This agreement does not include:

The items below are not included in this agreement, Labor and material will be billed at preferred rates with a four (4) hour minimum charge.

Repair/Emergency Services:

- Labor and material repair/replacement cost to your system.
- Labor and material repair/replacement will be performed during normal business hours (7:00am thru 4:00pm, Monday thru Friday) and will be billed at <u>preferred</u> rates with a (4) four hour minimum charge.
- **24 Hour Emergency Repair Service** including Saturdays, Sundays, and Holidays, labor and material preformed after normal working hours will be billed at <u>premium</u> rates with a (4) four hour minimum charge.

Short Term Cancellation Provision:

If the Purchaser cancels this Agreement short of the Full Term, the Return Premium shall be based upon 90% of the unearned Pro-Rated Premium less any service calls that have been performed and any equipment/material installed under this Agreement. If Total Automation Concepts cancels the Agreement short of full term, the Return Premium shall be based upon 100% of the Pro-Rated Premium









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Agreement Cost: Monthly

The cost of this Agreement is \$39,180.00, payable in (12) equal monthly installments of \$3,265.00 throughout the term of the Agreement.

Or

Agreement Cost: Quarterly

The cost of this Agreement is \$39,180.00, payable in (4) equal quarterly installments of \$9,795.00 throughout the term of the Agreement.

Agreement #TINLPK1

Respectfully Submitted:

Zachary S. Propper Project Estimator

Total Automation Concepts, Inc.

Terms:

All invoices are due by the 10th of the month.

We will provide Certificates of Insurance upon request.

Acceptance:

Accepted Date: June 4, 2024

Village of Tinley Park

Title: village President/

Site Contact Information

Name:

Position:

Office Phone:

Cell Phone:

Fax #:

Email:

Special site notes:

Billing Information

Contact Name:

Position:

Office Phone:

Cell Phone:

Fax #:

Email:

Bill to address:

Attention to:

Billing Cycle: Monthly____ Quarterly___ Semiannually___ Annually____









CERTIFICATE OF LIABILITY INSURANCE

3/27/2024

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 have ADDITIONAL INSURED provisions or 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).

PRODUCER		CONTACT NAME: Lindsey Todt			
Marsh & McLennan Agency LLC 20 North Martingale Road		PHONE (A/C, No, Ext): (847) 598-8753	FAX (A/C, No); (847) 440	XX VC, No): (847) 440-9123	
Schaumburg IL 60173		E-MAIL ADDRESS: Lindsey.Todt@MarshMMA.com			
		INSURER(S) AFFORDING COVER	RAGE	NAIC #	
		INSURER A: Amerisure Insurance Company		19488	
INSURED Total Automation Concepts Inc. 5602 W. 120th Street Alsip IL 60803	AMBEMEC-02	INSURER B: Hanover Insurance Co.		22292	
		INSURER c : Amerisure Partners Insurance C		11050	
		INSURER D: Amerisure Mutual Insurance Co		23396	
		INSURER E :			
		INSURER F:			

COVERAGES CERTIFICATE NUMBER: 1752864769 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.

NSR LTR		ADDL SUBR INSD WVD		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
С	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	INSU WVD	CPP21115720505	4/1/2024	4/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000,000 \$ 500,000
						MED EXP (Any one person)	\$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY GENERAL AGGREGATE	\$ 2,000,000 \$ 4,000,000
	POLICY X PRO- JECT X LOC					PRODUCTS - COMP/OP AGG	\$4,000,000 \$
D	OTHER: AUTOMOBILE LIABILITY		CA21115710502	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	X ANY AUTO					BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS ONLY HIRED V NON-OWNED					BODILY INJURY (Per accident)	\$
	X HIRED X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
D	X UMBRELLA LIAB X OCCUR		CU21115730502	4/1/2024	4/1/2025	EACH OCCURRENCE	\$ 10,000,000
	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$10,000,000
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		WC21142640401	4/1/2024	4/1/2025	X PER OTH- STATUTE ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	(Mandatory in NH) If yes, describe under					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
В	Leased & Rented		IHCA257257	4/1/2024	4/1/2025	Limit Deductible	\$100,000 \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Work performed by the named insured on behalf of the certificate holder.

It is agreed that the following are added as Additional Insured on the General Liability and Automobile Liability on a Primary and Non-Contributory basis, when required by written contract, as respects to operations performed by the Named Insured in connection with this project:

-Village and its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, transferees, licensees, invitees, and attorneys.

CERTIFICATE HOLDER	CANCELLATION
Village of Tinley Park Village Manager	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
16250 S. Oak Park Ave. Tinley Park IL 60477	AUTHODITED DEDDESENTATOR

STATE OF ILLINOIS)	
COUNTY OF COOK)	SS
COUNTY OF WILL)	

CERTIFICATE

I, NANCY M. O'CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2024-R-057, "A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND TOTAL AUTOMATION CONCEPTS, INC. FOR FACILITIES AUTOMATION SYSTEMS ANNUAL MAINTENANCE AND INSPECTIONS" which was adopted by the President and Board of Trustees of the Village of Tinley Park on June 4, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 4th day of June 2024.

