

DOCUMENT VET SHEET
for
Karen McConnaughay
Chairman, Kane County Board

Name of Document: CONTRACT AGREEMENT for RFP 16-011
Branch Court and Conference Center Renovation

Submitted by: Tim Keovongsak – Purchasing Department

Date Submitted: February 22, 2010 (2011)

Examined by: KC, SHPTO
(Print name)

[Signature]
(Signature)

2-24-2011
(Date)

Resubmitted
2-24

Comments:

See Additional comments attached

Attach is Contract Agreement, requesting for approval and
Chairman's signature for contract execution of RFP 16-011 CCTV,
Access, and Intrusion Systems. Please notify Purchasing when
available for pickup, x25929.

Chairman signed: Yes No 2-24-11
(Date)

Document returned to: Chris Rossman

Additional Comments to ADT Contract Rider submitted 2-18-10

Several issues have arisen in connection with the proposed Rider to the ADT Contract for the work at the new Traffic Court facility.

Purchasing has requested that ADT, which had the low proposal, agree to give the County GSA pricing, which ADT has resisted. Rossman feels ADT believes it has the County over a barrel because of the tight time frame. Rossman believes the savings could be as little as \$1,000.00 but ADT will not provide the GSA pricing so there is no basis for comparison.

ADT has represented it can complete the project by April 22nd. Time is of the essence because of the need to open Traffic Court on May 1st. ADT. Because of the delay in finalizing the price and terms, staff had expressed some concern about meeting the date. However, I am advised that Court Services and others are strongly in favor of ADT because it is familiar with the system. Harbaugh believes that ADT is unlikely to miss the deadline because it has too many relationships at stake.

ADT was asked by Purchasing to agree to a liquidated damage clause but declined. My review of the existing agreement, signed by Larry Briggs in 2001, reveals a provision that states that, "ADT ASSUMES NO LIABILITY FOR DELAYS IN INSTALLATION OF THE EQUIPMENT OR FOR THE CONSEQUENCES THEREFORM, **HOWEVER CAUSED...**" (Paragraph K)(emphasis added). Under ordinary circumstances, this clause would be totally unacceptable. However, Harbaugh feels that ADT is the best alternative given the deadline.

KCS 2/24/2011



Security Services, Inc.

RIDER
For Additional Service

THIS RIDER made this 18th day of February 2011, is part of and is to be attached to Agreement made the 22nd day of June 2001 by and between ADT Security Systems, ADT SECURITY SERVICES, INC. hereinafter called "ADT", and Kane County Judicial (Traffic Court) hereinafter called "Customer", for Kane County Judicial (Traffic Court) service in the premises of the Customer at 530 Randall Rd in the City of St Charles, State of IL

The Customer hereby requests, and ADT agrees, to install the following additional protection: BID #16-011 CCTV, Access and Intrusion

CCTV System

- 2 AD Intellex DVR 16 channels 1.5 TB
1 UPS backup rack mounted
1 Mini-Keyboard
4 17" LCD Color Monitor
1 AD Mega power mini video matrix
20 AD domed color cameras, 540TVL 3.5-9mm lens
1 POC to clerk's office DVR's (12 cameras on existing camera systems)
1 AC Wall Mounted Power Supply
24 BNC to Cat 5E baluns

Installation notes

- Includes installation, cable, material, labor, testing, programming and training
ADT to provide lift for pulling cable
Kane to provide rack for DVR and Matrix switch
Kane to provide IT support and network drop at DVR's and connection to Judicial Center head end
ADT to provide cable from exiting DVR's located in Clerks office to new DVR for viewing exterior cameras.

Purchase:

One time installation fee: \$38,797.00
Total: \$38,797.00

The Customer hereby agrees to pay ADT, its Agents or Assigns, the sum of Thirty eight thousand seven hundred ninety seven (\$ 38,797.00) payable upon signing of this Agreement and the balance payable upon completion of the installation, and to pay in addition the additional sum of ZERO (\$ 0.00) per annum payable in advance.

The parties hereto mutually agree that the aforesaid Agreement, of which this Rider is made a part, is and shall be and remain in full force and effect in accordance with all the terms and conditions thereof, modified only as in this Rider specifically provided.

It is further agreed to that the original expiration date of the referenced Agreement shall be extended for a period of years.

This Rider is not binding unless approved in writing by an authorized representative of the Company described above as ADT.

ADT Security Services, Inc.
By
APPROVED
Authorized Representative of ADT

Karen McComanahan
By
Customer
Title



Security Services, Inc.

RIDER
For Additional Service

THIS RIDER made this 18th day of February 2011, is part of and is to be attached to Agreement made the 22nd day of June 2001 by and between ADT Security Systems, ADT SECURITY SERVICES, INC. hereinafter called "ADT", and Kane County Judicial (Branch Traffic Court) hereinafter called "Customer", for Kane County Judicial (Branch Traffic Court) service in the premises of the Customer at 530 Randall Rd in the City of St Charles, State of IL

The Customer hereby requests, and ADT agrees, to install the following additional protection: Bid #16-011 CCTV, Access and Intrusion

Access Control System

- 1 Pro-Watch upgrade to Corporate Edition Software
2 PW-3000 panel with intelligent controller, power supply, and Ethernet mother board
21 HID Prox Pro card readers
2 HID Prox Pro readers with keypads
8 Request to exit motion sensors
21 Door contacts
3 Door lock power supply
15 Points of connection to customer provided door strikes
2 Intercom Master Stations
4 Vandal resistant door intercoms
2 Speaker/Microphones in holding cells

Installation Notes

- Includes all material, lift, cable, labor, testing, programming and training
Kane Co to provide all door strikes and door hardware
Kane Co to provide fire alarm connection if required at door lock power supply
Kane Co to provide IT support and network drop at panel and at Judicial Center
Kane Co will need to purchase new proximity access cards with change to Proximity card readers.
Kane Co to provide conduit as required.
Connection to Judicial Center ProWatch head end

Purchase

Table with 2 columns: Description, Amount. One time installation fee: \$44,588.00. Total: \$44,588.00

The Customer hereby agrees to pay ADT, its Agents or Assigns, the sum of Forty four thousand five hundred eighty eight (\$ 44,588.00) payable upon signing of this Agreement and the balance payable upon completion of the installation, and to pay in addition the additional sum of ZERO (\$ 0.00) per annum payable in advance.

The parties hereto mutually agree that the aforesaid Agreement, of which this Rider is made a part, is and shall be and remain in full force and effect in accordance with all the terms and conditions thereof, modified only as in this Rider specifically provided.

It is further agreed to that the original expiration date of the referenced Agreement shall be extended for a period of years.

This Rider is not binding unless approved in writing by an authorized representative of the Company described above as ADT.

ADT Security Services, Inc. ADT
By Agent

Handwritten signature of Karen McConaughy Customer

APPROVED Authorized Representative of ADT

Title



Security Services, Inc.

RIDER
For Additional Service

THIS RIDER made this 18th day of February 2011, is part of and is to be attached to Agreement made the 22nd day of June 2001 by and between ADT Security Systems, ADT SECURITY SERVICES, INC. hereinafter called "ADT", and Kane County Judicial (Traffic Court) hereinafter called "Customer", for Kane County Judicial (Traffic Court) service in the premises of the Customer at 530 Randall Rd in the City of St Charles, State of IL

The Customer hereby requests, and ADT agrees, to install the following additional protection: BID 16-011 CCTV, Access and Intrusion

Intrusion System

- 1 Vista 128 alarm panel
6 Door contacts
17 V-Plex modules
2 Overhead door contact
3 Keypads
9 Duress buttons
1 TG-7 cell back up communicator
2 8 zone expander modules

Installation notes

- Includes all cable, material, labor, testing, programming and training
ADT to provide man-lift for cable installation
Kane Co to provide POT phone line at panel location
Connection to Judicial Center Prowatch access system for monitoring

Purchase:

Table with 2 columns: Description, Amount. Rows include One time installation fee (\$11,581.00), Total (\$11,581.00), Annual Monitoring fee (\$420.00)

The Customer hereby agrees to pay ADT, its Agents or Assigns, the sum of

Eleven thousand five hundred eighty one (\$ 11,581.00)

payable upon signing of this Agreement and the balance payable upon completion of the installation, and to pay in addition the additional

sum of Four Hundred and twenty (\$ 420.00)

per annum payable in advance.

The parties hereto mutually agree that the aforesaid Agreement, of which this Rider is made a part, is and shall be and remain in full force and effect in accordance with all the terms and conditions thereof, modified only as in this Rider specifically provided.

It is further agreed to that the original expiration date of the referenced Agreement shall be extended for a period of years.

This Rider is not binding unless approved in writing by an authorized representative of the Company described above as ADT.

ADT Security Services, Inc.

ADT

By

Agent

APPROVED

Authorized Representative of ADT

Signature of Karen McComanahan, Customer

By

Title



February 14, 2011

Kane County Purchasing Dept.
719 S Batavia Ave
Geneva, IL
Attention: Chris Rossman

RE: Bid #16-011 CCTV, Access Control, and Intrusion Systems

Access and Intrusion Additions

- 1 HID Prox Pro card readers (outbound in judicial support)
- 6 Door contacts (2 new and replace 4 existing)
 - 2-New contact on double door at compactor.
 - 4-contacts on new double doors that have been moved.

Installation Notes

- Includes all material, lift, cable, labor, testing, programming and training
- Kane Co to provide all door strikes and door hardware
- Kane Co to provide all conduit as required.

Purchase

| | |
|----------------------------|--|
| One time installation fee: | \$1,744.00 |
| Total: | \$1,744.00 plus tax as required |

CCTV system Additions

- 24 AD Baluns
 - 1 CAT 5e cable
- Connection to (2) existing DVR for viewing of the (12) exterior camera and connection to the new Traffic Court DVR's

Installation Notes

- Includes all material, lift, cable, labor, testing, programming and training.
- Kane Co to provide all door strikes and door hardware
- Kane Co to provide all conduit as required.

Purchase

| | |
|----------------------------|--|
| One time installation fee: | \$3,218.00 |
| Total: | \$3,218.00 plus tax as required |



February 14, 2011

Kane County Purchasing Dept.

719 S Batavia Ave

Geneva, IL

Attention: Chris Rossman

RE: Bid #16-011 CCTV, Access Control, and Intrusion Systems

Relocation of Clerks Existing Card Reader

- 1 18/6 reader cable and 18/2 lock power cable

Relocation of one card reader from Clerks teller line door to SW clerk's office entry door, splice and extend the existing cable to new reader location.

Installation Notes

- Includes all material, lift, cable, labor, testing
- Kane Co to provide all door strikes and door hardware
- Kane Co to provide all conduit as required.

Purchase

One time installation fee:

\$1,047.00

Total:

\$1,047.00 plus tax as required

Note: This Proposal has been prepared by ADT Security Services, Inc. for Kane Co. This ADT Proposal is expressly conditioned upon the terms and conditions of the most recent Master Agreement that has been executed by both parties. The Proposal is effective for a period of forty-five (45) days from the above date."

Note: This design including specifications, drawings, and design concepts is the property of ADT Security Services, Inc. (ADT) and is furnished on a confidential basis with the expressed understanding that it will not be sold, transferred, copied or used to the detriment of ADT without written permission. The recipient further agrees not to disclose the contents to any other party except for specific purposes contracted for with ADT. ADT makes no representations as to the operability or accuracy of any systems, assemblies, or other information contained herein unless specifically identified for construction.

Thank you,

Sincerely,

Ric Ramos
ADT Security Services, Inc.
National Account Manager
630-734-4874

tyco

Fire &
Security

ADT

ADT Security Services, Inc.
361 South Frontage Road
Suite 124
Burr Ridge, IL 60521

Tel: 630 654 8280
Fax: 630 654 8288

The following *Schedule of Protection* (page 1 of 1)
is made part of agreement between **ADT Security
Services, Inc. and KANE COUNTY, located at
540 Randall Road, St. Charles, IL 60174**

May 25, 2001

**UPON REWIRE AND SYSTEM UPGRADE the following equipment
shall apply:**

- 1 - FOCUS 200 System Control
with battery backup
- 1 - Digital Communicator (to provide alarm transmission
over customer supplied business line.)
- 1 - Radio Backup for Alarm Transmission
- 1 - Interactive Operating touchpad REAR ENTRANCE
- 2 - Contacts on one EAST employee entrance door
- 1 - Motion detector employee entrance hallway
- 4 - Contacts on four EAST Overhead dock doors
- 1 - Long range motion detector across overhead doors
- 2 - Contacts on one double trash compactor door
- 1 - Contact on one SOUTH door
- 1 - Sounder above SOUTH door to sound when door is opened
- 1 - Ceiling motion detector inside SOUTH door
- 4 - Contacts on two south WEST double doors
- 1 - Wall motion detector inside south WEST double doors
- 4 - Contacts on two north WEST double doors
- 1 - Ceiling motion detector inside north WEST double doors
- 1 - Contact on one NORTH door
- 1 - Sounder above NORTH door to sound when door is opened
- 1 - Ceiling motion detector inside NORTH door
- 1 - Wall motion detector off east wall adjacent to sprinkler pipe
- 1 - Contact on one north EAST door to sprinkler area

"The AlarmNet service provided hereunder is subject to the limitation
of liability and warranty provision of the agreement"

130-26022-02



RIDER
For Additional Service

THIS RIDER made this 7th day of JUNE, 2001, is part of and is to be attached to Agreement made the MAY 25, 2001, by and between ADT Security Systems, _____, Inc.

hereinafter called "ADT", and KANE COUNTY CIRCUIT CLERK hereinafter called the "Customer", for ADDITIONAL PROTECTION service in the premises of the Customer at 540 RANDALL ROAD in the City of SAINT CHARLES, State of ILLINOIS 60174

The Customer hereby requests and ADT agrees, to install the following additional protection:

- 1 - Additional operating (Keypad) at far north east door
- 1 - Wireless 4 zone hold up alarm receiver to operate in northwest corner of building
- 4 - Wireless transmitters
- 5 - Motion detectors to cover safe along as well as legal files in north end of building

The Customer hereby agrees to pay ADT, its Agents or Assigns, the sum of _____ One thousand four hundred seventy-five and NO/XXs (\$ 1,475.00) payable upon signing of this Agreement and the balance payable upon completion of the installation, and to pay in addition the annual sum of Twenty-four and NO/XXs (\$ 24.00) per MONTH payable in advance.

The parties hereto mutually agree that the aforesaid Agreement, of which this Rider is made a part, is and shall be and remain in full force and effect in accordance with all the terms and conditions thereof, modified only as in this Rider specifically provided.

It is further agreed to that the original expiration date of the referenced Agreement shall be extended for a period of _____ years.

This Rider is not binding unless approved in writing by an authorized representative of the Company described above as ADT.

ADT Security Services, Inc
ADT

KANE COUNTY
Customer

By Allen Bisantz

By [Signature]
Agent

APPROVED [Signature]
Authorized Representative of ADT

Board Chairman
Title

FORM 840-01 (8/92)