

RESOLUTION

VILLAGE OF GILBERTS

**Resolution authorizing approval of a professional service agreement
Between the Village of Gilberts and Advanced Automation and Controls, Inc. for
SCADA maintenance and support**

Be it Resolved by the President and Board of Trustees of the Village of Gilberts,
Kane County, Illinois that:

Section 1:

The Village of Gilberts hereby authorizes the Village President and Village Clerk
to execute a SCADA Support Service Agreement between the Village and Advanced
Automation and Controls, Inc. and such documents as are necessary and convenient to
effectuate the service agreement as here by attached hereto and made a part hereof as
Exhibit A as approved.

Section 2:

This resolution shall be in full force and in effect from and after its passage and
approval pursuant to law.

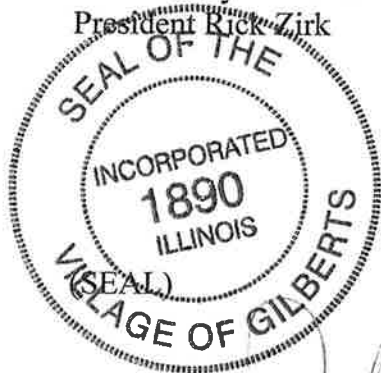
Passed this 19th day of April, 2016 by a roll call vote as follows:

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee David LeClercq	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Trustee Dan Corbett	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Trustee Nancy Farrell	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Trustee Louis Hacker	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Trustee Elissa Kojzarek	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Trustee Guy Zambetti	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
President Rick Zirk	<u> </u>	<u> </u>	<u> </u>	<u> </u>

APPROVED THIS 19th DAY OF April, 2016



Village President, Rick Zirk



ATTEST:

Debra Meadows
Village Clerk, Debra Meadows

Maintenance Contract
Village of Gilberts, IL

Phone 815.578.0655
Fax 815.578.0677



780 Ridgeview Drive
McHenry, IL 60050

Name Mr. William Beith
Client Village of Gilberts
Address 87 Galligan Rd
Gilberts, IL 60136

JOB NUMBER:
NA

Phone Number 847-428-2861
Fax Number

REFERENCE :
Village of Gilberts

LOCATION:
Gilberts, IL

DATE: April 5, 2016

AS SPECIFIED AS EQUAL F.O.B. FACTORY PRICES DO NOT INCLUDE SALES OR USES TAXES

AS ALTERNATIVE TRSP. PREPAID TERMS: NET -30 DAYS PER ATTACHED TERMS AND CONDITIONS

ITEM	QUAN	DESCRIPTION	TOTAL PRICE
1	1	<p>AAC, inc. is pleased to provide the following contract proposal to provide SCADA and control system services for the Village of Gilberts, IL. This contract will cover any services requested by the client. This contract is covered under a time and material schedule, and is available on an "as-needed" basis. The client DOES NOT pay any monthly or yearly fee's to support the contract. AAC will ONLY charge the client for services when they are requested by the client.</p> <p>Primary Services covered under this contract include, but are not limited to the following:</p> <ul style="list-style-type: none"> ▪ SCADA system software support and maintenance. Insure that the system is monitoring the required point on the system accurately and effectively. Support includes but is not limited to screen development, software upgrades and communication network support. ▪ Programmable Logic Controller (PLC) programming support. Support includes but is not limited to program upgrades, enhancement to programs and documented load files for each PLC location. ▪ PLC and SCADA hardware maintenance and support. 	Time and Material Rate is as listed on the rate sheet below.

		<p>Support includes but is not limited to PLC hardware, SCADA Pc hardware and communications hardware.</p> <ul style="list-style-type: none"> ▪ Maintenance and calibration services for miscellaneous field devices used within the client's water and wastewater SCADA and control system(s). ▪ Required Material as specified or design by the CLEINT or Engineer. ▪ New system development and integration services. This allows the end user to integrate or upgrade their existing system(s) utilizing the same architecture and open system that will provide the most effective process. AAC, inc. will provide the "turn-key" upgrade(s) for the client in order to meet their operational objectives. <p><u>Annual / Quarterly / Monthly Recommended Services:</u> (These are recommendations for support in an effort to provide preventative and predictive maintenance on the system(s). Included in the information below are our recommendations on frequencies of occurrence and estimates on time for budgetary purposes.</p> <ol style="list-style-type: none"> 1. Quarterly Software review / evaluation. This service will include checking existing software for upgrades, SIMS, revisions, Etc. We will also check the SCADA server (s) for any patches or updates. 2. Quarterly System Operational Test / Evaluation. This will include items such as communications efficiencies, system log file cleanup, data throughput review, Etc. 3. Bi Annual field hardware calibration and or evaluation. Items such as pressure transmitter calibration, level transmitter calibration, Etc. 4. Monthly site visits to discuss any system nuances that may be occurring. Items such as ghost alarms, inaccurate readings, Etc. We will have a notebook at the SCADA computer for the client to note any items that come up. We will then take this list and resolve any issues that are listed. <p><u>Callout Procedure / Process:</u></p> <ol style="list-style-type: none"> 1. AAC focusing very hard on providing our clients the highest level of support. Service call support is very critical to our clients. AAC is on call 24 hours a day, 365 	
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		<p>days a year. Once we establish a support agreement with the Village, we will provide a list of all of our support staff with all of their contact information.</p> <p>2. AAC will respond to a call out immediately with the client. After discussing the issue or need requested, AAC and the client will determine if the issue needs immediate attention or can wait until AAC can schedule to come out. AAC works very closely with our clients. We value their input and needs. With this stated, we have many years of experience and can help determine the level of urgency with the client on call out. This will help keep costs down with regards to long or after hour call outs.</p> <p>If you have any questions or require further qualification(s) on any of the services to be provided, please do not hesitate to call me at (815) 307-4925.</p>	
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ACCEPTED THIS _____ DAY OF April 2016

PRICE FIRM FOR 30 DAYS

SUBMITTED THIS: _____

BY: _____
NAME & TITLE

AAC BY: Thomas C. Otto
COO

www.aacontrolsinc.com

HOURLY RATES

Principal	\$125.00/hour
Senior Applications Engineer Straight Time (8-4 M-F)	\$115.00/hour
Senior Application Engineer Overtime (Before 8, After 4 M-F)	\$172.50/hour
Senior Application Engineer Premium (Holidays, Sundays, Off-Hour Demands).....	\$230.00/hour
Application Engineer.....	\$90.00/hour
Application Engineer Overtime (Before 8, After 4 M-F)	\$135.00/hour
Application Engineer Premium (Holidays, Sundays, Off-Hour Demands).....	\$180.00/hour
Control Systems Technician.....	\$85.00/hour
Control Systems Technician Overtime (Before 8, After 4 M-F).....	\$127.50/hour
Control Systems Technician Premium (Holidays, Sundays, Off-Hour Demands).....	\$170.00/hour
Administrative.....	\$50.00/hour

Expenses:

Mailing/Shipping.....	Cost
Project Materials (REIM).....	Cost + 10%

STATEMENT ON WORKLOAD AND PROJECT COMPLETION

AAC, INC. is proud of our reputation for excellent service to our CLIENT's. Staff members are assigned to each CLIENT project and are responsible to see the project through to completion. With an experienced professional staff, our CLIENT's can be assured that each project is afforded the attention required. Your project is just as important to us as it is to you.

At this time, there are no major projects in-house or backlogged for our Department which would interfere with our ability to service the CLIENT. A team will be available full-time for the duration of the time required to complete the project. The expertise of our Application Engineers will be afforded to the project as necessary and all assigned staff will support the project for the CLIENT with the excellent level of service that has made AAC, INC. the choice of many municipalities.

INDEMNITY, LIABILITY AND INSURANCE

AAC, INC. hereby agrees to and shall hold CLIENT harmless from any liability or damages for property damage or bodily injury, including death, which may arise from AAC, INC.'s or its sub consultants negligent operations under this Agreement, to the proportion such negligence contributed to the damages, injury or loss. CLIENT agrees to and shall hold AAC, INC. harmless from any liability or damages for property damage or bodily injury, including death, which may arise from all causes of any kind other than AAC, INC.'s or its sub consultants negligence.

Each party shall obtain and maintain insurance coverage of a type and in the amounts described below. Each party shall name the other party as an additional insured on insurance policies covering the project and shall provide the other party with satisfactory proof of insurance.

It is understood and agreed that, in seeking the services of AAC, INC. under this Agreement, CLIENT is requesting AAC, INC. to undertake uninsurable obligations for CLIENT's benefit involving the presence or potential presence of hazardous substances. Therefore, CLIENT agrees to hold harmless, indemnify and defend AAC, INC. from and against any and all claims, losses, damages, liability and costs including but not limited to, costs of defense, arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, accepting only such liability as may arise out of the sole negligence of AAC, INC. or its sub consultants in the performance of services under this Agreement.

AAC, INC. shall maintain:

1. Statutory worker's compensation for all of AAC, INC.'s employees at the project as required by the State of Illinois.
2. Comprehensive general liability insurance in an amount not less than \$1,000,000.00 each occurrence and \$1,000,000.00 aggregate.
3. AAC, INC. will maintain \$2,000,000.00 of professional liability insurance.
4. Provide Certificates of Insurance to CLIENT naming CLIENT as additional insured.

CLIENT shall maintain:

1. Property insurance and comprehensive general liability insurance.

TERMINATION OF AGREEMENT

Either party may terminate this Agreement for material breach of the Agreement by the other party after giving written notice of breach. Neither party shall terminate this Agreement without giving the other party thirty (30) days written notice of intent to terminate.

OUTSIDE CONSULTANTS

AAC, INC. is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants except information supplied by AAC sub consultants, etc. provided to AAC, INC. for use in preparation of plans.

AAC, INC. is not responsible for accuracy of topographic surveys provided by others except AAC sub consultants. A field check of a topographic survey provided by others will not be done under this contract unless indicated in the Scope of Work.

ATTORNEY FEES

In the event of any litigation arising from or related to the services provided under this AGREEMENT, the prevailing party will be entitled to recovery of all reasonable costs incurred including staff time, court costs, attorneys' fees and other related expenses.

STANDARD OF CARE

Services provided by AAC, INC. under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

CLIENTSHIP OF FINAL DOCUMENTATION AND SYSTEM CONFIGURATION

All documents including those documents on electronic media prepared by AAC, INC. will be forwarded to the end user upon acceptance. AAC, INC. will not be responsible for any software licensing required to complete the project. All software licenses and hardware required to complete application verifications will be obtained or provided by the CLIENT.

REUSE OF DOCUMENTS

All project documents including, but not limited to, software, plans and specifications furnished by AAC, INC. under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by AAC, INC., shall be at the CLIENT'S sole risk, and CLIENT shall indemnify and hold harmless AAC, INC. from all claims, damages and expenses including attorney's fees arising out of or resulting there from.

DISPUTE RESOLUTION

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Consultant and CLIENT agree that all disputes between them arising out of or relating to this AGREEMENT shall be submitted to non-binding mediation unless either party objects.

EXCLUSION

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These work items are considered extra and are billed separately on an hourly basis.

PAYMENT

1. Compensation for labor will be based on a **Time and Material** rate schedule. All invoices shall be paid within 30 days on hardware purchases and 45 days on professional services of the invoice date. All outstanding invoices shall be subject to the Illinois Prompt Payment Act.
2. Should CLIENT fail to pay for professional services hereunder, as billed within 45 days of such billing, AAC, INC. shall be excused from rendering any further services under this project. No work shall be signed or sealed until payment in full is received.
3. This AGREEMENT shall not be enforceable by either party until each has in its possession a copy of this AGREEMENT signed by the other.

TIME LIMIT

This AGREEMENT must be executed within thirty (30) days of the composition date to be accepted under the terms set forth herein. This contract shall expire one (1) year from date of execution.

Work cannot begin until we have your signed AGREEMENT. If this AGREEMENT merits your approval and acceptance, please sign both copies, retain one (1) copy for your files and return one to our office.

If this AGREEMENT merits your approval and acceptance, please sign and return to our office.

If you have any questions or comments, please contact our office. We sincerely appreciate this opportunity to offer our services.

Sincerely,

Advanced Automation and Controls, Inc.



Thomas C. Otto
Chief Operations Officer

Village of Gilberts, IL

Accepted by: _____

Title: _____

Date: _____

Advanced Automation and Controls, Inc.



Accepted by: _____ Thomas C Otto

Title: _____ COO

Date: _____ 4/29/16

Exhibit A

Contractor Certification For Services

Contractor on behalf of contractor, its principals, and owners with more than a seven and one half percentage interest in Contractor certifies that the following representations are true and correct and further agrees as a condition of doing business with the Village of Gilberts (Municipality) to require all of Contractor's subcontractors and sub-subcontractors to certify that the following representations are true and correct for each subcontractor and sub-subcontractor:

1. CONFLICT. Contractor certifies that no Municipal officer or employee has any interest in the proceeds of this contract.
2. BRIBERY. Contractor certifies that same has not committed bribery or attempted bribery of an officer or employee of any governmental official whether on the federal, state or local level.
3. DEBARMENT. Contractor certifies that same has not been barred from conducting business with any governmental unit whether federal, state or local.

4. SARBNES-OXLEY. Contractor certifies that the business entity its officers, directors, partners, or other managerial agents of the business have not been convicted of a felony under the Sarbanes-Oxley Act of 2002 nor have any of the same been convicted of any felony under state or federal securities laws.
5. BID RIGGING/BID ROTATING. Contractor certifies that same has not been barred from contracting with any unit of state or local government as a result of a violation of 720 ILCS 5/33E-3 (bid-rigging) or 720 ILCS 5/33E-4 (bid-rotating).
6. DELINQUENT PAYMENTS. Contractor certifies that same is not delinquent in the payment of any debt or tax due the State or the Municipality
7. RECORDS. Contractor certifies that same shall maintain books and records relating to the performance of this contract as necessary to support amounts charged under the contract for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract.
8. HUMAN RIGHTS ACTS. Contractor agrees to comply with applicable provisions of the Municipality Human Rights Ordinance, the Illinois Human Rights Act, the U.S. Civil Rights Act and the Americans with Disabilities Act.
9. NON-DISCRIMINATION. Contractor certifies that the same is an "Equal Opportunity Employer" as defined by Section 2000 (e) of Chapter 21, Title 42 U.S. Code Annotated and applicable Executive Orders.
10. DBE. Contractor certifies that same is or is not (please circle applicable designation) a Minority and Female Business Enterprise as defined by the State of Illinois (30 ILCS 575/et seq.)
11. PATRIOT ACT. Contractor certifies that same is in compliance with the Patriot Act and Executive Order 13224 and federal Anti-Money Laundering Control Act of 1986 as amended.
12. AMERICAN RECOVERY AND REINVESTMENT ACT. Contractor certifies that same is in compliance with and will continue to comply with the American Recovery and Reinvestment Act of 2009 when federal funds are used pursuant to this Act for the work undertaken by Contractor.
13. TAXPAYER IDENTIFICATION. Contractor certifies that its correct Federal Taxpayer Identification Number (Social Security Number or Federal Employer Identification Number) is _____.
14. To the extent required by Illinois law Contractor agrees to comply with the Illinois Freedom of Information Act and produce upon request public records of the Municipality held by such contractor all within the time allowed by law and subject to applicable exemptions allowed by law.

Contractor hereby agrees to defend, indemnify and hold harmless the Municipality its officers, employees and agents from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representations and warranties.

Done this 29 day of April, 2016-

A handwritten signature in black ink, appearing to be "J. C. [unclear]", written over a horizontal line.

Contractor

4826-5006-3650, v. 1