

RESOLUTION NO. R2025-37**A RESOLUTION APPROVING THE SECOND AMENDMENT TO
THE AGREEMENT WITH ORBIS SOLUTIONS, INC.
REGARDING SURVEILLANCE UPGRADES TO
THE POLICE DEPARTMENT AND WARRENVILLE HISTORICAL SOCIETY**

WHEREAS, on November 20, 2023, the City Council adopted Resolution No. R2023-65, which authorized the City to enter into a professional services agreement ("**Agreement**") with Orbis Solutions, Inc. ("**Consultant**") for the provision of certain information technology services ("**Services**"); and

WHEREAS, on June 3, 2024, the City Council adopted Resolution No. R2024-34, approving an amendment to the Agreement to include certain audio-visual equipment upgrades in the City Council Chambers and AV Room within the scope of the Services ("**First Amendment**"); and

WHEREAS, the City has identified the need to update and replace certain surveillance equipment at the Police Department and the Warrenville Historical Society ("**Surveillance Upgrades**") and obtain maintenance and support for the Surveillance Upgrades ("**Maintenance Services**"); and

WHEREAS, the Surveillance Upgrades will use the same software the City currently uses for its door security system ("**Keyless Entry System**"); and

WHEREAS, the City and the Consultant have a positive existing relationship, the Consultant having satisfactorily provided the Services and the Keyless Entry System to the City; and

WHEREAS, the City and the Consultant desire to further amend the Agreement to add the Surveillance Upgrades to the scope of the Services at an additional one-time cost of \$65,082.37 and the Maintenance Services to the scope of the Services at an additional cost of \$9,000 per year ("**Second Amendment**"); and

WHEREAS, the Mayor and the City Council have determined that it is in the best interest of the City and the public to approve the Second Amendment to the Agreement

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF WARRENVILLE, DUPAGE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Recitals. The recitals listed above are incorporated in this Resolution as if fully set forth in this Resolution.

SECTION 2: Approval of Second Amendment. The Second Amendment to the Agreement with the Consultant hereby approved in the form attached to this Resolution as **Exhibit A.**

SECTION 3: Execution. The City Council hereby authorizes and directs the City Administrator to execute, on behalf of the City, the Second Amendment to the Agreement

SECTION 4: Effective Date. This Resolution shall be in full force and effect following its passage and approval in the manner required by law.

PASSED THIS _____ day of _____, 2025.

APPROVED THIS _____ day of _____, 2025.

VOTE: AYES _____ NAYS _____ ABSENT _____ ABSTAIN _____

MAYOR

ATTEST:

CITY CLERK

EXHIBIT A
SECOND AMENDMENT

**SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT FOR
INFORMATION TECHNOLOGY PROFESSIONAL SERVICES**

THIS SECOND AMENDMENT (“*Second Amendment*”) is made and entered into as of the ___ day of _____, 2025, by and between the **CITY OF WARRENVILLE**, an Illinois home rule municipal corporation, (“*City*”) and the **ORBIS SOLUTIONS, INC.**, an Illinois corporation (“*Consultant*”).

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Second Amendment, and pursuant to the City’s home rule powers, the parties agree as follows:

SECTION 1. RECITALS.¹

A. The City and the Consultant have previously entered into that certain agreement, titled “Professional Services Agreement for Information Technology Professional Services,” dated December 4, 2023, for the performance certain information technology services (“*Agreement*”).

B. On June 3, 2024, the City and Consultant entered into that certain First Amendment to the Agreement to include additional work within the scope of Services (“*First Amendment*”).

C. The parties have agreed to further amend the Agreement in order to include additional work regarding the purchase and installation surveillance systems at the Police Department and the Warrenville Historical Society (“*Surveillance Upgrades*”) and maintenance services for the Surveillance Upgrades (“*Maintenance Services*”) within the scope of the Services.

SECTION 2. AMENDMENTS.

A. Amendment to the Section 1.A. Section 1.A of the Agreement provides that the Consultant will perform the Services set forth in the Statement of Work attached to the Agreement as Exhibit A. Section 1.A of the Agreement is hereby amended to include within the Services the additional work for the Surveillance Upgrades set forth on the proposal attached to this Second Amendment as **Attachment 1** and the additional work for the Maintenance Services as **Attachment 2** (collectively, the “*Additional Statements of Work*”).

B. Amendment to Section 2.A. The Compensation is hereby amended to include the amounts set forth on the Additional Statements of Work.

SECTION 3. INTERPRETATION; RELATIONSHIP TO THE AGREEMENT.

A. Definitions. Unless specifically provided otherwise in this Second Amendment, the words and phrases used in this Second Amendment shall have the meanings ascribed to them in the Agreement.

B. Conflicts. This Second Amendment is intended to modify and amend the Agreement. Therefore, to the extent that the terms and provisions of this Second Amendment conflict with or are inconsistent with the Agreement or the First Amendment, the terms and provisions of this Second Amendment shall control.

C. Survival of Agreement Terms. Except as specifically modified in this Second Amendment, all terms, conditions, and provisions of the Agreement, as amended by the First Amendment, shall remain in full force and effect; provided, however, that any other provision of the Agreement shall be deemed to be modified as necessary to give practical effect to the provisions of this Second Amendment.

D. Validity of Agreement and Second Amendment. The parties acknowledge and assert that the Agreement and this Second Amendment are valid and enforceable, and the parties hereby waive any current or future claims against the validity and enforceability of the Agreement and Second Amendment.

IN WITNESS WHEREOF, the Parties have duly executed this Second Amendment pursuant to all requisite authorizations as of the date first above written.

ATTEST: **CITY OF WARRENVILLE**, an Illinois home rule municipal corporation

By: _____ By: _____

Its: _____ Its: _____

ATTEST: **ORBIS SOLUTIONS, INC.**, an Illinois corporation

By: _____ By: _____

Its: _____ Its: _____

ATTACHMENT 1

STATEMENT OF WORK FOR SURVEILLANCE UPGRADES



Proposal To:
City Of Warrentville

For:
Museum Surveillance - Axis (Intergraded to PD) Exterior - Final

May 28, 2025

EXTERIOR

SURVEILLANCE SYSTEM

IMAGE	QTY	DESCRIPTION	PRICE	PRICE EXT	LABOR	LABOR EXT	TOTAL
	2	Orbis CAT6ECMR Single run of CAT 6E CMR terminated at both ends and tested.	\$160.00	\$320.00	\$0.00	\$0.00	\$320.00
	2	Axis Communications 02920-001 AXIS M3128-LVE is a compact, turret style outdoor-ready dome camera. IP66 and IK08 impact-resistant design with built-in IR illumination. Fixed lens, 110° horizontal field of view. Multiple, individually configurable H.264, H.265 and Motion JPEG streams; 8MP at up to 15 fps with WDR. Zipstream for reduced bandwidth and storage. Includes a Deep Learning Processing Unit (DPLU) for advanced AI-based analytics. Axis Object Analytics, video motion detection and active tampering alarm. Audio and I/O with compatible Axis portcast accessories. MicroSD memory card slot for local video storage. AXIS Edge Vault with FIPS 140-3 level 3 for increased cyber security. White color.	\$599.00	\$1,198.00	\$240.00	\$480.00	\$1,678.00
SURVEILLANCE SYSTEM TOTAL							\$1,998.00
EXTERIOR TOTAL							\$1,998.00

SERVER ROOM

SURVEILLANCE SYSTEM

IMAGE	QTY	DESCRIPTION	PRICE	PRICE EXT	LABOR	LABOR EXT	TOTAL
	1	Fortinet FG-60F-BDL-841-12 FortiGate-60F Hardware plus 1 Year ASE FortiCare and FortiGuard 360 Protection	\$1,200.00	\$1,200.00	\$240.00	\$240.00	\$1,440.00
	1	Fortinet FS-108F-POE Fanless L2+ management switch with 8xGE + 2xSFP + 1xRJ45 console and automatic limited 65W POE	\$402.00	\$402.00	\$120.00	\$120.00	\$522.00
SURVEILLANCE SYSTEM TOTAL							\$1,962.00
SERVER ROOM TOTAL							\$1,962.00



ACCEPTANCE

FINANCIAL

PAYMENT SCHEDULE
60% upon signed contract, 40% on project completion

EQUIPMENT TOTAL	\$3,120.00
SHIPPING TOTAL	\$0.00
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LABOR TOTAL	\$840.00
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SUBTOTAL	\$3,960.00
TOTAL SALES TAX	\$0.00
PROJECT TOTAL	\$3,960.00

TERMS

I accept this proposal and hereby authorize Orbis Solutions Inc to proceed with the delivery of the included systems at the facilities of City Of Warrenville at Warrenville, IL 61068 as described in the totality of this document. It has been made clear to me that there exist no understandings regarding this project with any relevant party unless and until City Of Warrenville and Orbis Solutions Inc agree to such additional or alternate understandings in writing. I agree that any additions to and/or deletions from the materials and labor to be provided by my acceptance of this proposal and any resulting change(s) in cost of this project shall only be by way of written change order(s) and shall be valid only after being signed by City Of Warrenville and Orbis Solutions Inc. This proposal is valid only if accepted in writing by City Of Warrenville.

ACCEPTANCE

CITY OF WARRENVILLE

SIGNED

DATE

PRINT NAME

TITLE

ORBIS SOLUTIONS INC

SIGNED

DATE

PRINT NAME

TITLE



Proposal To:
City Of Warrentville

For:
PD Surveillance - Final

May 28, 2025

EXTERIOR

SURVEILLANCE SYSTEM

IMAGE	QTY	DESCRIPTION	PRICE	PRICE EXT	LABOR	LABOR EXT	TOTAL
	4	Axis Communications Q3538-LVE Advanced dome with deep learning and 4K	\$1,399.00	\$5,596.00	\$240.00	\$960.00	\$6,556.00
	3	Axis Communications 02635-001 AXIS P3738-PL Panoramic Camera offers 4x4K (4x8 MP) sensors and is perfect for 360° and 270° surveillance. You'll be able to count on both high-quality overviews and detailed coverage thanks to the brilliant design of this cost-effective solution. With 360° IR illumination, the product provides excellent image quality around the clock, even in challenging lighting. With ARTPEC-8 and its deep learning processing unit, the product supports analytics and metadata on all sensors.	\$1,899.00	\$5,697.00	\$240.00	\$720.00	\$6,417.00
	3	Axis Communications AXIS T91B51 CEILING MOUNT The indoor/outdoor ceiling mount is ideal for low ceiling installations such as parking houses, with swivel action to prevent breaking if hit. Can be mounted in a sloped ceilings/soffits to compensate angles up to 45 degrees. Available accessory extension pipes (Not included) of 30 cm (12") or 1 meter (39") to enable correct camera height for the specific environment. Compatible with all Axis pendant kits featuring a 1,5" NPS thread and the AXIS T91A05 Camera holder for fixed cameras.	\$119.00	\$357.00	\$0.00	\$0.00	\$357.00
	3	Axis Communications T94N01D AXIS Indoor/Outdoor Pendant Kit	\$110.79	\$332.37	\$0.00	\$0.00	\$332.37
	3	Axis Communications ACS CORE DEVICE E-LICENSE One (1) AXIS Camera Station version 5.0 Core Device license. Applicable for AXIS devices. A total of 32 Core Device licenses may be registered on a system. AXIS Camera Station is a monitoring and recording system mid-size installations optimized to take full advantage of Axis leading network cameras and video encoders. It combines easy setup with an intuitive user interface for efficient operation, quick investigation and high definition identification. Delivered as eLicense key. Note: eLicenses are non-cancellable, non-changeable and non-returnable.	\$79.00	\$237.00	\$0.00	\$0.00	\$237.00



IMAGE	QTY	DESCRIPTION	PRICE	PRICE EXT	LABOR	LABOR EXT	TOTAL
	7	Orbis CAT6ECMR Single run of CAT 6E CMR terminated at both ends and tested.	\$160.00	\$1,120.00	\$0.00	\$0.00	\$1,120.00
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SURVEILLANCE SYSTEM TOTAL							\$15,019.37
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EXTERIOR TOTAL							\$15,019.37

MAIN LEVEL

SURVEILLANCE SYSTEM

IMAGE	QTY	DESCRIPTION	PRICE	PRICE EXT	LABOR	LABOR EXT	TOTAL
	2	Orbis CAT6ECMR Single run of CAT 6E CMR terminated at both ends and tested.	\$160.00	\$320.00	\$0.00	\$0.00	\$320.00
	6	Axis Communications 02832-001 AXIS M3086-V is an ultra-compact, indoor fixed mini dome with with advanced video and audio analytics. Built-in microphone for audio analytics and streaming. Dust - and IK08 vandal-resistant casing, fixed lens, horizontal/vertical field of view 130°/93°. D/N functionality with automatically removable IR-cut filter. Lightfinder. Multiple, individually configurable H.264, H.265 and Motion JPEG streams; max 4MP at 30 fps with WDR. Zipstream for reduced bandwidth and storage. MicroSD memory card slot for local storage. Two-way audio and I/O with optional accessories. Axis Object Analytics, Axis Audio Analytics, video motion detection and active tampering alarm. Axis Edge Vault for increased cybersecurity Powered by IEEE 802.3af/802.3at Type 1 Class 2.	\$379.00	\$2,274.00	\$240.00	\$1,440.00	\$3,714.00

SURVEILLANCE SYSTEM TOTAL **\$4,034.00**

MAIN LEVEL TOTAL **\$4,034.00**

LOWER LEVEL

SURVEILLANCE SYSTEM

IMAGE	QTY	DESCRIPTION	PRICE	PRICE EXT	LABOR	LABOR EXT	TOTAL
	5	Axis Communications 02832-001 AXIS M3086-V is an ultra-compact, indoor fixed mini dome with with advanced video and audio analytics. Built-in microphone for audio analytics and streaming. Dust - and IK08 vandal-resistant casing, fixed lens, horizontal/vertical field of view 130°/93°. D/N functionality with automatically removable IR-cut filter. Lightfinder. Multiple, individually configurable H.264, H.265 and Motion JPEG streams; max 4MP at 30 fps with WDR. Zipstream for reduced bandwidth and storage. MicroSD memory card slot for local storage. Two-way audio and I/O with optional accessories. Axis Object Analytics, Axis Audio Analytics, video motion detection and active tampering alarm. Axis Edge Vault for increased cybersecurity Powered by IEEE 802.3af/802.3at Type 1 Class 2.	\$379.00	\$1,895.00	\$240.00	\$1,200.00	\$3,095.00
	5	Axis Communications 01767-001 Robust stainless steel corner-mount camera replacing AXIS Q8414 (Trinity). Key fetaures: • Anti-ligature, stainless steel, IK10+, IP66, • 4MP, >90° VFoV, >120° HFoV, • 940nm LEDs for invisible IR • H.264 + H.265 with Zipstream, • Built-in microphone, • I/O and optional line-in/out, • Option to further prevent screw-tampering	\$1,239.00	\$6,195.00	\$240.00	\$1,200.00	\$7,395.00
	10	Orbis CAT6ECMR Single run of CAT 6E CMR terminated at both ends and tested.	\$160.00	\$1,600.00	\$0.00	\$0.00	\$1,600.00
SURVEILLANCE SYSTEM TOTAL							\$12,090.00
LOWER LEVEL TOTAL							\$12,090.00

SERVER ROOM

SURVEILLANCE SYSTEM

IMAGE	QTY	DESCRIPTION	PRICE	PRICE EXT	LABOR	LABOR EXT	TOTAL
	1	Fortinet FS-148F-FPOE FortiSwitch-148F-FPOE is a performance/price competitive L2+ management switch with 48x GE port + 4x SFP+ port + 1x RJ45 console. Port 1- 48 are POE ports with automatic Max 740W POE output limit (48 port 802.3af or 24 port 802.3at)	\$1,640.00	\$1,640.00	\$360.00	\$360.00	\$2,000.00
	1	Axis Communications 02543-001 AXIS Camera Station S1296 Rack 192 TB is an out-of-the-box ready recording server validated for reliable ultra high-definition recording. For quick and easy installation, AXIS S1296 Rack 192 TB is preconfigured and preloaded with AXIS Camera Station video management software including licenses for 96 devices plus all necessary software. The AXIS Recorder Toolbox and its installation wizard will ensure every customer installation is quick and trouble-free. The system configuration can easily be imported from AXIS Site Designer, and AXIS Camera Station lets users take full advantage of Axis wide range of video surveillance devices. With redundant enterprise-grade hard drives and power supplies, operating system stored on solid-state drive (SSD) and built-in operating system recovery, AXIS S1296 Rack 192 TB provides high-performance and reliability for your system. Furthermore, the FIPS 140-2 compliant TPM guarantees a high security level by encryption of the data at rest. Includes 5-year limited hardware warranty, on-site hardware replacement and keep your hard drive services.	\$27,499.00	\$27,499.00	\$480.00	\$480.00	\$27,979.00
SURVEILLANCE SYSTEM TOTAL							\$29,979.00
SERVER ROOM TOTAL							\$29,979.00



ACCEPTANCE

FINANCIAL

PAYMENT SCHEDULE
To be determined

EQUIPMENT TOTAL	\$54,762.37
SHIPPING TOTAL	\$0.00
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LABOR TOTAL	\$6,360.00
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SUBTOTAL	\$61,122.37
TOTAL SALES TAX	\$0.00
PROJECT TOTAL	\$61,122.37

TERMS

I accept this proposal and hereby authorize Orbis Solutions Inc to proceed with the delivery of the included systems at the facilities of City Of Warrenville at Warrenville, IL 61068 as described in the totality of this document. It has been made clear to me that there exist no understandings regarding this project with any relevant party unless and until City Of Warrenville and Orbis Solutions Inc agree to such additional or alternate understandings in writing. I agree that any additions to and/or deletions from the materials and labor to be provided by my acceptance of this proposal and any resulting change(s) in cost of this project shall only be by way of written change order(s) and shall be valid only after being signed by City Of Warrenville and Orbis Solutions Inc. This proposal is valid only if accepted in writing by City Of Warrenville.

ACCEPTANCE

CITY OF WARRENVILLE

SIGNED

DATE

PRINT NAME

TITLE

ORBIS SOLUTIONS INC

SIGNED

DATE

PRINT NAME

TITLE

ATTACHMENT 2

STATEMENT OF WORK FOR MAINTENANCE SERVICES



SCOPE OF SERVICES

Annual Surveillance System Maintenance

This Proposal is made for:

Client: City of Warrenville

Service Provider: Orbis Solutions Inc.

Effective Date: [Insert Date]

Term: One (1) year from Effective Date

Renewal: auto-renewal for additional One (1) year terms unless terminated in accordance with Section 6 of this Scope of Services.

Annual Fee: \$9,000.00

1. Covered Locations and Systems

This Proposal covers surveillance systems installed and operated at the following City of Warrenville facilities:

- Warrenville Police Department
Address: 3S245 Warren Ave, Warrenville, IL 60555
(Project #6735 – PD Surveillance System)
- Warrenville Historical Museum and Art Gallery
Address: 3S530 2nd St, Warrenville, IL 60555
(Project #6899 – Museum Exterior Surveillance System)

2. Scope of Services

Orbis Solutions Inc. will provide the following ongoing maintenance and support services:

2.1 Monitoring

- Remote monitoring of camera, switch, and server system health
- Regular system status checks
- Notification of service interruptions or abnormal conditions



2.2 Software and Firmware Maintenance

- Routine software updates for Axis Camera Station and Fortinet equipment
- Firmware updates for Axis cameras, Fortinet switches, and firewalls
- Configuration backup and restoration support

2.3 Troubleshooting and Issue Resolution

- Diagnosis and remediation of system problems not involving hardware replacement
- Reconfiguration and adjustments to system settings as needed
- Support via remote and on-site service (as determined by Orbis)

2.4 Warranty Coordination

- Management of warranty claims for defective hardware under manufacturer coverage
- Handling of return authorizations (RMA), packaging, and shipment coordination

2.5 Equipment Swap Services

- On-site removal and replacement of failed or malfunctioning hardware
- Installation, programming, and testing of replacement units (supplied by client or warranty return)

3. Exclusions

This Proposal does not include:

- Cost of new or replacement hardware
- Labor related to hardware upgrades or system expansions
- Damage resulting from vandalism, abuse, acts of nature, or unauthorized modification
- Work involving third-party networking infrastructure unrelated to the surveillance system
- Additional locations not listed in Section 1

4. Support Availability

Support under this Agreement is available during standard business hours:

Monday – Friday, 8:00 AM to 5:00 PM CST

After-hours support is available upon request and will be billed separately.

5. Payment Terms

- Annual Fee: \$9,000.00
- Invoiced annually upon execution of this Agreement
- Payment is due within 60days of invoice

6. Termination

Either party may terminate this Scope of Services with thirty (30) days' written notice. If terminated early by either party, the annual fee will be prorated based on the number of



months of service provided and Orbis will refund the portion of the annual fee attributable to the unused months of the service.

7. Acceptance and Signature

By signing below, both parties acknowledge and accept the terms of this Proposal:

City of Warrenville

Orbis Solutions Inc.

By: _____

By: _____

Name:

Name:

Title:

Title:

Date:

Date: