



Automatic Building Controls

Building Automation
Lighting & Security
IoT for Facilities

3315 Algonquin Road Suite 550
Rolling Meadows Illinois 60008
O | 847.296.4000 F | 847.296.4093
www.ab-controls.com

Preferred Service Plan

Village of Orland Park

Alerton/Distech Controls Building Automation System



**ORLAND
PARK**

Proposed by:

Rolly Persenico & Brittney Smith

January 18, 2024

Automatic Building Controls, LLC
efficiency. performance. sustainability.

a member of **The Totus Group, LLC**



This agreement is between: Automatic Building Controls LLC, 3315 Algonquin Road Suite 550, Rolling Meadows, Illinois 60008

and

Village of Orland Park, 14700 Ravinia Ave, Orland Park, Illinois 60462

is for professional customer service of the Building Automation System (BAS). This agreement includes the services as outlined below. This agreement will begin March 1, 2024, and continue for one (1) year.

Annual Services include:

1. Two (2) half day scheduled BAS Field Engineer consultation visits at each building.
2. Discretionary Labor – (48) hours for BAS Field Engineer labor to be used at the discretion of customer for emergency repairs, replacements, programming, training, special projects or other as directed by the customer during normal business hours.
3. Priority emergency service response for your Building Automation System 24 hours/day, 7 days/week
4. Database Protection
5. Phone and/or technical remote login support from ABC Field Engineers
6. Preferred rates for additional labor and/or material not covered under the scope of this agreement

Building Automation System Services

Description of annual services includes:

1. Field Engineer Consultation & Maintenance Visits – two (2) half day scheduled service visits at each building per year – A Certified Building Automation System (BAS) Field Engineer Specialist will ensure that your investment is operating at optimal performance. Specialist will perform seasonal operational inspections, energy conservation programming modifications and adjustments, fine tuning, non-emergency system repairs, and hands-on operator training – 72 total scheduled service visit hours. Each scheduled and unscheduled service visit are documented by an inspection report or work order completed by our field personnel before they leave the site.

2. Discretionary Labor – (48) hours for BAS Field Engineer labor to be used at the discretion of customer for emergency repairs, replacements, programming, training, special projects or other as directed by the customer during normal business hours.

3. Priority Response Time - As an ABC Preferred Service Plan customer, you will be given priority for emergency service calls. ABC provides the customer with a 24-hour emergency service for maximum response and security. Maximum on-site emergency response time from receipt from customer will be within 4 normal business hours. Maximum response time via telephone communication is 1 hour.

4. Database Protection – All scheduled and unscheduled service visits will be concluded by copying all database files for remote storage on the ABC service network.

5. Phone and/or Technical Support - As an ABC Preferred Service Plan customer, you will receive 36 hours of complimentary phone and/or technical remote login support per year during normal working hours (7:00 AM – 3:30 PM Monday-Friday). Remote login support is contingent on Village of Orland Park providing remote access to the BAS.

6. Preferred Rates – We will provide additional labor and material not included in the scope of this proposal at the preferred rates as listed on following page of proposal – additional customer discounts apply for volume orders.



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Preferred Service Plan Costs & Rates

Annual Cost	Semi-Annual Cost	Quarterly Cost	Monthly Cost
\$26,724.00	\$13,362.00	\$6,681.00	\$2,227.00

Field Engineer	Electrician	Service
Per Service Agreement	Not Applicable	Field Engineer Remote Access – per service agreement
\$208.00/Hour	\$208.00/Hour	On-site labor, Straight Time Non-Holiday Weekdays 7am-3:30pm
\$312.00/Hour	\$312.00/Hour	On-site labor or remote access service Overtime Saturdays, Sundays & Holidays
\$416.00/Hour	\$416.00/Hour	On-site labor or remote access service Double Time Saturdays, Sundays & Holidays

For Preferred Service Plan Clients

Trip Charge will be added to any T&M service visit in the amount of \$85.00.

Each on-site service call shall be subject to a minimum billing of two hours.

After hours remote access service will be billed in one-hour increments.

All emergency work is overtime portal to portal except non-holiday weekdays from 7am – 3:30 pm.

Material discounts will be provided.

Non-Preferred Service Plan Rates

Field Engineer	Electrician	Service
\$280.00/Hour	Not Applicable	Field Engineer Remote Access – 2 hour minimum
\$280.00/Hour	\$280.00/Hour	On-site labor, Straight Time Non-Holiday Weekdays 7am-3:30pm
\$420.00/Hour	\$420.00/Hour	On-site labor or remote access service Overtime Saturdays, Sundays & Holidays
\$560.00/Hour	\$560.00/Hour	On-site labor or remote access service Double Time Saturdays, Sundays & Holidays

For Non-Preferred Service Clients

Trip Charge will be added to any T&M service visit in the amount of \$125.00.

Each on-site service call shall be subject to a minimum billing of four hours.

All emergency work is overtime portal to portal except non-holiday weekdays from 7am – 3:30 pm

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Customer Authorization

Contract duration is 1 year with a start date of March 1, 2024

Buildings included in this agreement are as follows:

Orland Park Recreation Administration

Orland Park Civic Center
Department

Orland Park Public Works

Frank Loebe Recreation Center

Orland Park Police Department

Orland Park Village Center

Orland Park Sportsplex

Orland Park Metra Station

Orland Park Main Pump Station

Billing Preference (initial)

Annually _____ Semi-Annual _____ Quarterly _____ Monthly ☒

Customer Name:

Authorized By:

Title

Purchase Order / Contract # - If Applicable

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TERMS AND CONDITIONS OF SALE

A. GENERAL

- A.1 Customer shall provide reasonable means of access to the equipment being serviced. **AUTOMATIC BUILDING CONTROLS** shall not be responsible for any removal, replacement or refinishing of the building structure, if required to gain access to the equipment. **AUTOMATIC BUILDING CONTROLS** shall be permitted to start and stop all equipment necessary to perform the services herein described in agreement with Customer's representative.
- A.2 This agreement, when accepted in writing by the Customer and approved by an authorized **AUTOMATIC BUILDING CONTROLS** representative shall constitute the entire agreement between the two parties.

B. CHARGES

- B.1 Unless stated otherwise, the services provided under this agreement shall be provided during **AUTOMATIC BUILDING CONTROLS LLC's** normal working hours (see current labor rate sheets).
- B.2 For materials or services not covered by this agreement but delivered by **AUTOMATIC BUILDING CONTROLS** upon Customer request, the Customer shall be invoiced at Preferred Service Plan rates.
- B.3 Unless otherwise specified, this agreement will commence on the date indicated for the term of one year. Either party may terminate this agreement with or without cause with a 30-day written notice. Both parties must agree upon any price or scope of work adjustment at time of renewal.

C.O. LIMITATIONS OF LIABILITY

- C.1 **AUTOMATIC BUILDING CONTROLS** shall not be liable for any loss, delay, injury or damage that may be caused by circumstances beyond its control including, but not restricted to acts of God, war, civil commotion, acts of government, fire, theft, corrosion, floods, lightning strikes, freeze ups, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, shortage of vehicles, fuel, labor or materials, or malicious mischief. **IN NO EVENT SHALL AUTOMATIC BUILDING CONTROLS BE LIABLE FOR BUSINESS INTERRUPTION LOSSES OR CONSEQUENTIAL OR SPECULATIVE DAMAGES**, unless caused by Automatic Building Controls' negligence.
- C.2 For agreements that include all necessary repair/replacement labor, material, or both, if necessary, services to be performed have been determined to be the cause of other parties; **AUTOMATIC BUILDING CONTROLS** shall not be required under the agreement scope to perform such work. Customer shall be invoiced at Preferred Service Customer rates.
- C.3 For agreements that include all necessary repair/replacement labor, material, or both, **AUTOMATIC BUILDING CONTROLS** pre-supposes that all systems/equipment are in proper working order. **AUTOMATIC BUILDING CONTROLS** will inform the Customer of needed repairs/replacements, if discovered, following the first scheduled visit. We will provide you with a written not-to exceed estimate of the cost of recommended repairs/replacements. If you do not authorize us to perform the recommended repairs/replacements, the corresponding systems/equipment will be eliminated from coverage and the agreement price will be adjusted.
- C.4 The amount of any present or future sales, use, occupancy excise, or other tax, federal, state or local which **AUTOMATIC BUILDING CONTROLS** hereafter shall be obligated to pay, either on its own behalf or on the behalf of the Customer or otherwise, with respect to the services and material covered by this agreement, shall be paid by the Customer.
- C.5 If the equipment or software included under this agreement is altered, modified, or removed by a party other than **AUTOMATIC BUILDING CONTROLS** this agreement and corresponding charges will be modified, if necessary, to incorporate such changes.
- C.6 It is understood that the provisions of this agreement apply only to the systems and equipment as outlined in agreement documentation.
- C.7 This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois.
- C.8 Automatic Building Controls, LLC. will not be held responsible for any and all issues or legal claims as it relates to Indoor Air Quality (IAQ). It is the responsibility of the owner to maintain and operate all equipment within the guidelines outlined by Ventilation Codes and normal operating procedures. It is highly recommended that at a minimum, carbon dioxide sensors (as designed by a professional) be incorporated as a means of measurement of IAQ.



To: Mike Mazza (mmazza@orlandoark.org)

From: Brittney Smith

Fax: -

Pages: 1

Phone: (708) 403-6108

Date: January 22, 2024

Project: Village of Orland Park
14700 Ravinia Ave, Orland Park, IL 60462

CO No.: n/a

Subject: Software Maintenance Agreement Quote

CC: Rolly Persenico

Mike,

Automatic Building Controls, LLC is pleased to quote an annual 1-year Software Maintenance Agreement quote for (7) JACEs at Metra Station, Police Station, Public Works, Pump Station, Rec Admin, Sportsplex, and Village Hall for **\$8,882.00**.

Per Tridium, if Maintenance coverage is not purchased for any period, the price of the Maintenance for the next period for which it is purchased will be the maintenance fee for the period(s) for which Maintenance was not purchased and the Maintenance fee for the next year(s).

Pricing includes the following:

- o EC-BOS-8 (10 Device Core) 1-year software for the Metra Station.
- o EC-BOS-8 (25 Device Core) 1-year software for the Pump Station and Rec. Admin.
- o EC-BOS-8 (100 Device Core) 1-year software for Public Works, Village Hall, and Sportsplex
- o EC-BOS-8 (200 Device Core) – 1-year software for the Police Station.
- o Field Engineering Labor

If you have any questions, please call us at (847) 296-4000. Thank you.