

Contract

#411

Clerk's Contract and Agreement Cover Page

Year: 2008

Legistar File ID#: 2008-0002

Multi Year:

Amount \$9,600.00

Contract Type:

Services

Contractor's Name:

Automatic Building Controls

Contractor's AKA:

Execution Date:

12/1/2007

Termination Date:

11/30/2008

Renewal Date:

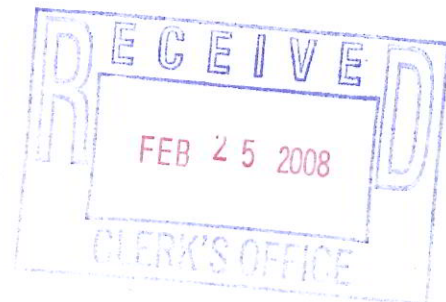
Department:

Parks & Building Maintenance

Originating Person:

Frank Stec

Contract Description: HVAC Facility Management System - contracted Service Agreement



Monday, February 25, 2008

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

14700 S. Ravinia Ave.
Orland Park, IL 60462
(708) 403-6100



VILLAGE HALL

TRUSTEES
Bernard A. Murphy
Kathleen M. Fenton
Brad S. O'Halloran
James V. Dodge
Edward G. Schussler III
Patricia Gira

February 25, 2008

Brian Wheeland, Sales Engineer
Automatic Building Controls
3315 Algonquin Road
Rolling Meadows, Illinois 60008

RE: ANNUAL SERVICE CONTRACTS 2007-2008 - HVAC MANAGEMENT SYSTEM

Dear Mr. Wheeland:

This notification is to inform you that on February 4, 2008 the Village Board approved your 2007-2008 proposal for the annual service of the HVAC Management System. Enclosed is one (1) original executed contract for the Village Hall, Civic Center and Frank Loebe Recreation Center dated December 19, 2007 for an amount not to exceed Four Thousand Eight Hundred and No/100 (\$4,800.00) Dollars and one (1) original executed contract for the Sportsplex dated December 19, 2007 for an amount not to exceed Four Thousand Eight Hundred and No/100 (\$4,800.00) Dollars. These contracts cover the service plan for the period December 1, 2007 to November 30, 2008.

I have a current certificate of insurance on file and the certifications that were signed in 2005 will continue to apply to this contract. The Village has processed Purchase Order number 047162 for this contract/service.

Please contact Frank Stec at 708-403-6139 with any questions or concerns regarding this work.

Sincerely,

Denise Domalewski
Contract Administrator

cc: Frank Stec



PREFERRED SERVICE PLAN FOR

VILLAGE OF ORLAND PARK

Orland Park, Illinois

ALERTON TECHNOLOGIES
FACILITY MANAGEMENT SYSTEM

PREFERRED SERVICE PLAN

**Agreement: Village of Orland Park
Proposal Date: December 19, 2007**

BY AND BETWEEN:

AUTOMATIC BUILDING CONTROLS
3315 Algonquin Road
Rolling Meadows, Illinois 60008

AND

VILLAGE OF ORLAND PARK
14700 Ravinia Avenue
Orland Park, Illinois 60462

This proposal is firm for 60 days and shall include the selected Facility Management System Services, Labor Rates, and the Terms and Conditions of sale.

SCOPE OF SERVICES:

- Quarterly (4) half-day visits by a qualified representative for purposes of customizing and enhancing the DDC programming, inspection/calibration, preventative maintenance, and hands-on operator training per year;
- Twenty-four (24) hours of unscheduled engineering labor to be used at the discretion of the Village of Orland Park personnel during regular business hours;
- Four (4) hours of on-line modem and telephone support services per year;
- Software and database protection service;
- Preferred Customer rates for any additional projects, services, and materials for the **Alerton Technologies Facility Management System** and associated components as installed by Automatic Building Controls, Inc. at

**Frederick T. Owens Village Hall
Orland Park Civic Center
Franklin E. Loebe Recreation Center**

SERVICES SHALL COMMENCE: December 1, 2007 and continue for one year until **November 30, 2008**

CHARGES: The total charges for the services defined above is **\$4,800.00**

PREFERRED BILLING: (An invoice will be issued in advance on the first day of the period)

Please choose from the following payment options:

Annually or Quarterly

Proposed by:

Accepted by:

AUTOMATIC BUILDING CONTROLS, INC.

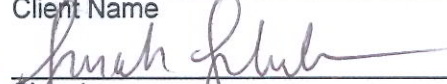
Village of Orland Park

Brian Wheeland
Name

Sarah Schueler
Client Name


Signature

12/19/07
Date


Signature 2/25/08
Date

V.P. Building Services
Title

P.O.

FACILITY MANAGEMENT SYSTEM SERVICES

Village of Orland Park

PRIMARY SERVICES

- Account Manager** - A designated Account Manager will be responsible for your total Customer satisfaction. Your Account Manager will provide or supervise the designated services and consult with you to meet your unique needs and objectives.
- System and Service Review** - Automatic Building Controls will hold an annual, formal review upon request of you or your staff to discuss the services performed during the past year and to recommend improvements and options to enhance system performance, resolve operational problems, and to meet your changing needs and objectives.
- Hands-on Training, Operational Verification, and DDC Programming Customization/Enhancement.** Scheduled visits by a qualified representative shall ensure that your staff receives valuable hands-on training and your building operates at an optimal efficiency and level of comfort.
- Software Services** - Automatic Building Controls will furnish and install manufacturer's software revisions to maintain or improve present performance within the functional capabilities of your system. New software products shall be available for sale.
- Master Database Protection & Storage** - Automatic Building Controls will protect your database by periodically saving this information and maintaining a copy on our premises. Database saves will be made following all programming changes.
- Four (4) On-Line Modem Services and Technical Support** - Automatic Building Controls will provide you with on-line assistance to troubleshoot your system and identify/resolve operational problems.

This service requires the necessary on-line equipment to enable our personnel to remotely log-on to your system via regular voice grade phone line. Owner shall be responsible for installation and maintenance of voice-grade phone line.
- System and Service Log / Documentation** - Automatic Building Controls will provide you with a log for you to document concerns, system problems, and other related items requiring our attention. Each scheduled service visit shall begin with a review of this log. All scheduled and unscheduled service visits will be documented by a work order form, listing materials used and hours spent. All work orders will be signed by an authorized client representative to verify all work completed. For your staff's convenience, copies of all work orders and our service agreement scope will be kept in your System and Service Log.
- Operator Training** - Automatic Building Controls shall provide ___ hours of formal operator training.
- Repair / Replacement Labor** - Automatic Building Controls, Inc. shall provide 24 hrs per year labor to repair or replace failed components with new components of compatible design and to address unscheduled service calls. If premium time emergency service is not chosen, labor shall be invoiced after hours and weekends at a rate equal to the premium rates less the straight time rates.
- Repair / Replacement Material** - Automatic Building Controls, Inc. shall provide _____ of material to repair or replace failed components with new components of compatible design.
- Premium Time Emergency Service/Remote Monitoring** - Emergency repair calls covered by this agreement shall be made 365 days a year, 24 hours a day. Critical building alarms, as defined by Customer, shall automatically indicate an alarm condition remotely that shall be addressed by Automatic Building Controls service personnel.

TERMS AND CONDITIONS OF SALE

A. GENERAL

- A.1 Customer agrees to provide Automatic Building Controls, Inc. with a quarterly customer satisfaction rating for the services provided. Automatic Building Controls, Inc. will mail the Customer a postage paid survey form for this rating. This rating form must be signed by a Customer representative and returned to Automatic Building Controls, Inc. Surveys may also be faxed or communicated verbally to either Service Coordinators or Service Management.
- A.2 Customer shall provide reasonable means of access to the equipment being serviced. AUTOMATIC BUILDING CONTROLS, INC. 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, INC. shall be permitted to start and stop all equipment necessary to perform the services herein described in agreement with Customer's representative.
- A.3 This agreement, when accepted in writing by the Customer and approved by an authorized AUTOMATIC BUILDING CONTROLS, INC. 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, INC.'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, INC. 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, INC. 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, INC. 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, INC. 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, INC. presupposes that all systems/equipment are in proper working order. AUTOMATIC BUILDING CONTROLS, INC. 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, INC. 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, INC., 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, Inc. can't 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.

FACILITY MANAGEMENT SYSTEM SERVICE RATES

Effective June 1, 2007

FOR SERVICE, PLEASE CALL 847-296-4000

<i>PREFERRED CUSTOMER RATES</i>	
No Charge	On-Line Modem Service, Straight Time Eight (8) Hours
\$125.00/Hour	On Site Labor, Straight – Weekdays 7 a.m. to 5 p.m.
\$187.50/Hour	On Site Labor or Modem Service Overtime – Weekdays 5 p.m. to 9 p.m. and Saturdays
\$250.00/Hour	On Site Labor or Modem Service Double Time – Sundays & Holidays Weekdays & Saturdays 9 p.m. to 7 a.m.
Each after hours on site service call shall be subject to a minimum billing of four hours if 24 hour coverage is not included in the agreement. After hours on-line modem service will be billed on one-hour increments	
Material shall be invoiced at a 62% discount from Automatic Building Controls list price	
<i>STANDARD RATES</i>	
\$165.00/Hour	On-line Modem Service, Straight Time, two-hour minimum – weekdays 7 a.m. to 5 p.m.
\$165.00/Hour	On Site Labor, Straight Time – Weekdays 7 a.m. – 5 p.m.
\$247.50/Hour	On Site Labor or Modem Service Overtime – Weekdays 5 p.m. to 9 p.m. and Saturdays
\$330.00/Hour	On Site Labor or Modem Service Double Time – Sundays & Holidays Weekdays & Saturdays 9 p.m. to 7 a.m.
Four-hour minimum billing for straight time labor	
On site labor time charges shall include travel time	
On-line modem service shall be rounded up to the nearest half hour	
Each after hours on site service call shall be subject to a minimum billing of four hours plus travel time	
Material shall be invoiced at a 25% discount from Automatic Building Controls, Inc. list price if Automatic Building Controls, Inc. labor is used	

ELECTRICAL & PNEUMATIC PIPEFITTER SERVICE RATES

Effective June 1, 2007

FOR SERVICE, PLEASE CALL 847-296-4000

***FOR SERVICE BEYOND THE SCOPE OF THE CONTRACT**

<i>PREFERRED CUSTOMER RATES</i>	
\$125.00/Hour	Straight Time – Weekdays 7 a.m. to 5 p.m.
\$187.50/Hour	Overtime – Weekdays 5 p.m. to 9 p.m. and Saturdays
\$250/Hour	Double Time – Sundays & Holidays Weekdays & Saturdays 9 p.m. to 7 a.m.
Each after hours on site service call shall be subject to a minimum billing of four hours if 24 hour coverage is not included in the service plan.	
Material shall be invoiced at a 62% discount from Automatic Building Controls list price	
<i>STANDARD RATES</i>	
\$165.00/Hour	Straight Time – weekdays 7 a.m. to 5 p.m.
\$247.50/Hour	Overtime – Weekdays 5 p.m. to 9 p.m. and Saturdays
\$330.00/Hour	Double Time – Sundays & Holidays Weekdays & Saturdays 9 p.m. to 7 a.m.
Four-hour minimum billing for straight time labor	
On site labor time charges shall include travel time	
On-line modem service shall be rounded up to the nearest half hour	
Each after hours on site service call shall be subject to a minimum billing of four hours plus travel time	
Material shall be involved at a 25% discount from Automatic Building Controls, Inc. list price if Automatic Building Controls, Inc. labor is used	



PREFERRED SERVICE PLAN FOR

SPORTSPLEX

VILLAGE OF ORLAND PARK

Orland Park, Illinois

ALERTON TECHNOLOGIES
FACILITY MANAGEMENT SYSTEM

PREFERRED SERVICE PLAN

**Agreement: Village of Orland Park – Sportsplex
Proposal Date: December 19, 2007**

BY AND BETWEEN:

AUTOMATIC BUILDING CONTROLS
3315 Algonquin Road
Rolling Meadows, Illinois 60008

AND

VILLAGE OF ORLAND PARK - SPORTSPLEX
14700 Ravinia Avenue
Orland Park, Illinois 60462

This proposal is firm for 60 days and shall include the selected Facility Management System Services, Labor Rates, and the Terms and Conditions of sale.

SCOPE OF SERVICES:

- Quarterly (4) half-day visits by a qualified representative for purposes of customizing and enhancing the DDC programming, inspection/calibration, preventative maintenance, and hands-on operator training per year;
- Twenty-four (24) hours of unscheduled engineering labor to be used at the discretion of the Village of Orland Park personnel during regular business hours;
- Four (4) hours of on-line modem and telephone support services per year;
- Software and database protection service;
- Preferred Customer rates for any additional projects, services, and materials for the **Alerton Technologies Facility Management System** and associated components as installed by Automatic Building Controls, Inc. at

Village of Orland Park – Sportsplex

SERVICES SHALL COMMENCE: December 1, 2007 and continue for one year until **November 30, 2008**

CHARGES: The total charges for the services defined above is \$4,800.00

PREFERRED BILLING: (An invoice will be issued in advance on the first day of the period)

Please choose from the following payment options:

Annually or Quarterly or Monthly

Proposed by:

Accepted by:

AUTOMATIC BUILDING CONTROLS, INC.

Village of Orland Park

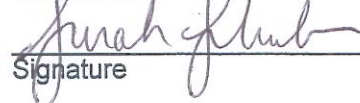
Brian Wheeland

Sarah Schueler

Name

Client Name





Signature

Date

Signature

Date

12/19/07

2/25/08

Sales Engineer

P.O.

Title

FACILITY MANAGEMENT SYSTEM SERVICES

Village of Orland Park

PRIMARY SERVICES

- Account Manager** - A designated Account Manager will be responsible for your total Customer satisfaction. Your Account Manager will provide or supervise the designated services and consult with you to meet your unique needs and objectives.
- System and Service Review** - Automatic Building Controls will hold an annual, formal review upon request of you or your staff to discuss the services performed during the past year and to recommend improvements and options to enhance system performance, resolve operational problems, and to meet your changing needs and objectives.
- Hands-on Training, Operational Verification, and DDC Programming Customization/Enhancement.** Scheduled visits by a qualified representative shall ensure that your staff receives valuable hands-on training and your building operates at an optimal efficiency and level of comfort.
- Software Services** - Automatic Building Controls will furnish and install manufacturer's software revisions to maintain or improve present performance within the functional capabilities of your system. New software products shall be available for sale.
- Master Database Protection & Storage** - Automatic Building Controls will protect your database by periodically saving this information and maintaining a copy on our premises. Database saves will be made following all programming changes.
- Four (4) On-Line Modem Services and Technical Support** - Automatic Building Controls will provide you with on-line assistance to troubleshoot your system and identify/resolve operational problems.

This service requires the necessary on-line equipment to enable our personnel to remotely log-on to your system via regular voice grade phone line. Owner shall be responsible for installation and maintenance of voice-grade phone line.
- System and Service Log / Documentation** - Automatic Building Controls will provide you with a log for you to document concerns, system problems, and other related items requiring our attention. Each scheduled service visit shall begin with a review of this log. All scheduled and unscheduled service visits will be documented by a work order form, listing materials used and hours spent. All work orders will be signed by an authorized client representative to verify all work completed. For your staff's convenience, copies of all work orders and our service agreement scope will be kept in your System and Service Log.
- Operator Training** - Automatic Building Controls shall provide ___ hours of formal operator training.
- Repair / Replacement Labor** - Automatic Building Controls, Inc. shall provide 24 hrs per year labor to repair or replace failed components with new components of compatible design and to address unscheduled service calls. If premium time emergency service is not chosen, labor shall be invoiced after hours and weekends at a rate equal to the premium rates less the straight time rates.
- Repair / Replacement Material** - Automatic Building Controls, Inc. shall provide _____ of material to repair or replace failed components with new components of compatible design.
- Premium Time Emergency Service/Remote Monitoring** - Emergency repair calls covered by this agreement shall be made 365 days a year, 24 hours a day. Critical building alarms, as defined by Customer, shall automatically indicate an alarm condition remotely that shall be addressed by Automatic Building Controls service personnel.

TERMS AND CONDITIONS OF SALE

A. GENERAL

- A.1 Customer agrees to provide Automatic Building Controls, Inc. with a quarterly customer satisfaction rating for the services provided. Automatic Building Controls, Inc. will mail the Customer a postage paid survey form for this rating. This rating form must be signed by a Customer representative and returned to Automatic Building Controls, Inc. Surveys may also be faxed or communicated verbally to either Service Coordinators or Service Management.
- A.2 Customer shall provide reasonable means of access to the equipment being serviced. AUTOMATIC BUILDING CONTROLS, INC. 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, INC. shall be permitted to start and stop all equipment necessary to perform the services herein described in agreement with Customer's representative.
- A.3 This agreement, when accepted in writing by the Customer and approved by an authorized AUTOMATIC BUILDING CONTROLS, INC. 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, INC.'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, INC. 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, INC. 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, INC. 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, INC. 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, INC. pre-supposes that all systems/equipment are in proper working order. AUTOMATIC BUILDING CONTROLS, INC. 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, INC. 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, INC., 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, Inc. can't 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.

FACILITY MANAGEMENT SYSTEM SERVICE RATES

Effective June 1, 2007

FOR SERVICE, PLEASE CALL 847-296-4000

PREFERRED CUSTOMER RATES	
No Charge	On-Line Modem Service, Straight Time Eight (8) Hours
\$125.00/Hour	On Site Labor, Straight – Weekdays 7 a.m. to 5 p.m.
\$187.50/Hour	On Site Labor or Modem Service Overtime – Weekdays 5 p.m. to 9 p.m. and Saturdays
\$250.00/Hour	On Site Labor or Modem Service Double Time – Sundays & Holidays Weekdays & Saturdays 9 p.m. to 7 a.m.
Each after hours on site service call shall be subject to a minimum billing of four hours if 24 hour coverage is not included in the agreement. After hours on-line modem service will be billed on one-hour increments	
Material shall be invoiced at a 62% discount from Automatic Building Controls list price	
STANDARD RATES	
\$165.00/Hour	On-line Modem Service, Straight Time, two-hour minimum – weekdays 7 a.m. to 5 p.m.
\$165.00/Hour	On Site Labor, Straight Time – Weekdays 7 a.m. – 5 p.m.
\$247.50/Hour	On Site Labor or Modem Service Overtime – Weekdays 5 p.m. to 9 p.m. and Saturdays
\$330.00/Hour	On Site Labor or Modem Service Double Time – Sundays & Holidays Weekdays & Saturdays 9 p.m. to 7 a.m.
Four-hour minimum billing for straight time labor	
On site labor time charges shall include travel time	
On-line modem service shall be rounded up to the nearest half hour	
Each after hours on site service call shall be subject to a minimum billing of four hours plus travel time	
Material shall be invoiced at a 25% discount from Automatic Building Controls, Inc. list price if Automatic Building Controls, Inc. labor is used	

ELECTRICAL & PNEUMATIC PIPEFITTER SERVICE RATES

Effective June 1, 2007

FOR SERVICE, PLEASE CALL 847-296-4000

*FOR SERVICE BEYOND THE SCOPE OF THE CONTRACT

PREFERRED CUSTOMER RATES	
\$125.00/Hour	Straight Time – Weekdays 7 a.m. to 5 p.m.
\$187.50/Hour	Overtime – Weekdays 5 p.m. to 9 p.m. and Saturdays
\$250/Hour	Double Time – Sundays & Holidays Weekdays & Saturdays 9 p.m. to 7 a.m.
Each after hours on site service call shall be subject to a minimum billing of four hours if 24 hour coverage is not included in the service plan.	
Material shall be invoiced at a 62% discount from Automatic Building Controls list price	
STANDARD RATES	
\$165.00/Hour	Straight Time – weekdays 7 a.m. to 5 p.m.
\$247.50/Hour	Overtime – Weekdays 5 p.m. to 9 p.m. and Saturdays
\$330.00/Hour	Double Time – Sundays & Holidays Weekdays & Saturdays 9 p.m. to 7 a.m.
Four-hour minimum billing for straight time labor	
On site labor time charges shall include travel time	
On-line modem service shall be rounded up to the nearest half hour	
Each after hours on site service call shall be subject to a minimum billing of four hours plus travel time	
Material shall be involved at a 25% discount from Automatic Building Controls, Inc. list price if Automatic Building Controls, Inc. labor is used	

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/9/2008

PRODUCER MCHENRY INSURANCE SERVICES, INC. 904 S. ROUTE 31 MCHENRY, IL 60050 815-385-8660		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED AUTOMATIC BUILDING CONTROLS INC 3315 ALGONQUIN RD., SUITE 550 ROLLING MEADOWS, IL 60008		INSURERS AFFORDING COVERAGE INSURER A: UNITED FIRE & CASUALTY CO. INSURER B: INSURER C: INSURER D: INSURER E:	NAIC#

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	01051646	01/01/08	01/01/09	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 150,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANYAUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	01051646	01/01/08	01/01/09	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANYAUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE DEDUCTIBLE \$ RETENTION \$	01051646	01/01/08	01/01/09	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	01051646	01/01/08	01/01/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

PROJECT: ORLAND PARK VILLAGE HALL, CIVIC CENTER, & RECREATION CENTER, 14700 RAVINIA AVENUE, ORLAND PARK, 60462-3167
 JOB #15C114L
 ADDITIONAL INSURED WITH A WAIVER OF SUBROGATION IN FAVOR OF THE VILLAGE OF ORLAND PARK

CERTIFICATE HOLDER

VILLAGE OF ORLAND PARK
 14700 RAVINIA AVENUE
 ORLAND PARK, IL 60462-3167

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/9/2008

PRODUCER MCHENRY INSURANCE SERVICES, INC. 904 S. ROUTE 31 MCHENRY, IL 60050 815-385-8660		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED AUTOMATIC BUILDING CONTROLS INC 3315 ALGONQUIN RD., SUITE 550 ROLLING MEADOWS, IL 60008		INSURERS AFFORDING COVERAGE INSURER A: UNITED FIRE & CASUALTY CO. INSURER B: INSURER C: INSURER D: INSURER E:	NAIC#

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	01051646	01/01/08	01/01/09	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 150,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
						GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	
A		AUTOMOBILE LIABILITY	01051646	01/01/08	01/01/09	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
A		EXCESS/UMBRELLA LIABILITY	01051646	01/01/08	01/01/09	EACH OCCURRENCE	\$ 5,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 5,000,000
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input type="checkbox"/> RETENTION \$					\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	01051646	01/01/08	01/01/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

PROJECT: ORLAND PARK SPORTSPLEX, 14700 RAVINIA AVENUE, ORLAND PARK, IL 60462-3167
 JOB #15C115L
 ADDITIONAL INSURED WITH A WAIVER OF SUBROGATION IN FAVOR OF THE VILLAGE OF ORLAND PARK

CERTIFICATE HOLDER

VILLAGE OF ORLAND PARK.
 14700 RAVINIA AVENUE
 ORLAND PARK, IL 60462-3167

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



SEXUAL HARASSMENT POLICY

Please be advised that pursuant to Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must:

"Have written sexual harassment policies that shall include, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department (of Human Rights) and the Commission (Human Rights Commission); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added)

Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes:

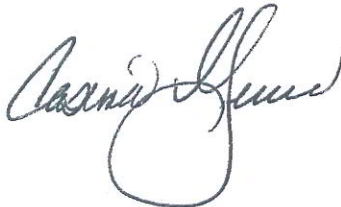
...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

Brian Wheeland, having submitted a proposal for
Automatic Building Controls, Inc. (Name of Contractor)
Automated HVAC Temperature Controls (General Description of Work Proposed on) to
the Village of Orland Park, hereby certifies that said contractor has a written sexual
harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

By: 
Authorized Agent of Contractor

Subscribed and sworn to before
me this 15th day of December, 2005.

Notary Public



CRIMINAL CODE CERTIFICATION

AS REQUIRED BY:
STATE OF ILLINOIS CRIMINAL CODE OF 1961
PURSUANT TO PA 85-1295

Ch. 720, Article 5, Sec. 33E-11, 2002 Ill. Compiled Statutes.

I, the individual whose signature appears below on this proposal/contract for

Orland Park Village - Service for Automated HVAC Temperature Control

hereby certify that the proposing party/contracting party is not barred from proposing on the contract as a result of a violation of either Section 33E-3 or Section 33E-4 of ch. 720, Article 5, 2002, Ill. Compiled Stat, as amended.

Proposer/Contractor: Automatic Building Controls,

Signed: 

Brian Wheeland

Title: Sales Executive

Dated: December 15, 2005

Attest:



EQUAL EMPLOYMENT OPPORTUNITY

Section I. This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

Section II. In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the Contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this Agreement, the Contractor agrees:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this Agreement, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract.
- E. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.
- F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and


Regulations for Public Contracts.

G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Vendor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Vendor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Section III. For the purposes of subsection G of Section II, "subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Vendor and any person under which any portion of the Vendor's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Vendor or other organization and its customers.

ACKNOWLEDGED AND AGREED TO:

BY: _____


Brian Wheeland

ATTEST: _____


Cosima Gervais

DATE: _____

December 15, 2005

TAX CERTIFICATION

I, Brian Wheeland, having been first duly sworn depose and state as follows:

I, Brian Wheeland, am the duly authorized agent for Automatic Building Controls, Inc., which has submitted a proposal to the Village of Orland Park for Village of Orland Park and I hereby certify
(Name of Project)

that Automatic Building Controls, Inc. is not

delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

- a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or
- b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

By: 
Brian Wheeland
Title: Sales Executive

Subscribed and Sworn to
Before me this 15th
Day of December, 2005

REFERENCES

(Please type)

ORGANIZATION 20 West Kinzie

ADDRESS 20 West Kinzie, Suite 1120

CITY, STATE, ZIP Chicago, IL 60610

PHONE NUMBER (312) 329-9200

CONTACT PERSON Chris Guch

DATE OF PROJECT 8/31/05

ORGANIZATION Ace Hardware: 1200

ADDRESS 1220 Kensington

CITY, STATE, ZIP Oak Brook, IL 60523

PHONE NUMBER (630) 990-8912

CONTACT PERSON Mike Kuruc

DATE OF PROJECT 12/31/04

ORGANIZATION Provident Hospital

ADDRESS 500 E. 51st Street

CITY, STATE, ZIP Chicago, IL 60602-1375

PHONE NUMBER (312) 572-1108

CONTACT PERSON Phil Mcdade

DATE OF PROJECT 5/31/05

Proposer's Name: Brian Wheeland

Sales Executive

Signature: 

INSURANCE REQUIREMENTS

WORKERS COMPENSATION & EMPLOYER LIABILITY

\$1,000,000 – Each Accident \$1,000,000 – Policy Limit

\$1,000,000 – Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit

GENERAL LIABILITY (Occurrence basis)

\$1,000,000 – Each Occurrence

\$2,000,000 – General Aggregate Limit

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products/Completed Operations Aggregate

Waiver of Subrogation in favor of the Village of Orland Park

EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$4,000,000 – Each Occurrence


\$4,000,000 – Aggregate

EXCESS MUST COVER: General Liability, Automobile Liability, Workers Compensation

Any insurance policies providing the coverages required of the Contractor, shall be **specifically endorsed** to identify **“The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured.”** If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a **“Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage’s.”** The certificate of insurance shall also state this information on its face. Certificates of insurance must state that the insurer shall provide the Village with thirty (30) days prior written notice of any change in, or cancellation of required insurance policies. The words **“endeavor to”** and **“, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives”** must be stricken from all Certificates of Insurance submitted to the Village. Any insurance company providing coverage must hold an A VII rating according to Best’s Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor’s obligation to provide all of the above insurance.

The proposer agrees that if they are the selected contractor, within ten days after the date of notice of the award of the contract and prior to the commencement of any work, you will furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to the Village of Orland Park, Denise Domalewski, Contract Administrator, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village’s relationship with the selected proposer and the contract may be awarded to another proposer.

ACCEPTED & AGREED THIS 23 DAY OF MAY, 2007



Signature
BRIAN WHEELAND V.P. SERVICE
Printed Name & Title

Authorized to execute agreements for:
AUTOMATIC BUILDING CONTROLS
Name of Company