

Agreement #445

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

7/24/08 - added 1/2 year contract for Police Station



Thursday, July 24, 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

July 24, 2008

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

RE: HVAC MANAGEMENT SYSTEM – Police Headquarters 2008

Dear Mr. Wheeland:

Enclosed is one (1) original executed contract for the Orland Park Police Headquarters dated May 20, 2008 for an amount not to exceed Two Thousand Six Hundred and No/100 (\$2,600.00) Dollars. This contract covers the service plan for the period June 1, 2008 through 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 #049349 for this contract/service and faxed it to your office July 24, 2008.

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

Agreement: Village of Orland Park
Proposal Date: May 20, 2008

BY AND BETWEEN:

AUTOMATIC BUILDING CONTROLS
1580 N. Northwest Highway *3315 Algonquin Rd AND*
Park Ridge, Illinois ~~60068~~ *Suite 503*
Polling meadows, IL 60008

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:

- Two (2) half-day visits per year by a qualified representative for purposes of customizing and enhancing the DDC programming, inspection/calibration, preventative maintenance, and hands-on operator training;
- Twelve (12) hours of unscheduled engineering labor per year 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

Orland Park Police Headquarters

SERVICES SHALL COMMENCE: June 1, 2008 and continue until November 30, 2008

CHARGES: The total charges for the services defined above is \$2,600.00

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

Please choose from the following payment options:

Proposed by:

AUTOMATIC BUILDING CONTROLS, INC.

Brian Whesland
Name


Signature

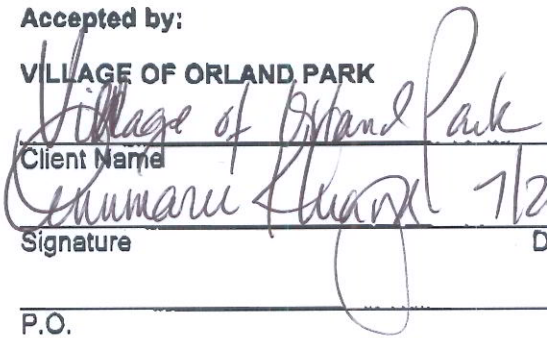
5/21/08
Date

Sales Engineer
Title

Accepted by:

VILLAGE OF ORLAND PARK

Village of Orland Park
Client Name


Signature

7/23/08
Date

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**

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 billings 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)

7/17/2008

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"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	60368187	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	60368187	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 EA ACC \$ AUTO ONLY: AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	60368187	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	60368187	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
A		OTHER EQUIPMENT FLOATER	60368187	01/01/08	01/01/09	LIMIT \$50,000 SPECIAL \$500 DEDUCTIBLE

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

PROJECT: ORLAND PARK POLICE HEADQUARTERS, 15100 RAVINIA AVENUE, ORLAND PARK, IL 60462-3167
 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

 ATTN: DENISE DOMALEWSKI

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 