AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Proposal and Agreement; Automated Building Solutions, Inc.; HVAC Software Update; $4,580

Action Requested: County Manager Signature

Parties to the Agreement: Automated Building Solutions

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:
The software that runs our HVAC controls for Blackstock, Family Services Center, and the Airport runs on Windows XP; support for it has lapsed and we need to update to software that can run on a newer version of Windows so we can continue to access our controls, make adjustments to them and monitor the function and efficiency of our facilities.

Fiscal Impact: $4,580

Submitted by: John Cattles **Submitter's Email Address:** jcattles@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

This amount can be covered in the adopted 2014 budget.

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 4/2/2014

County Attorney Review: (●) Required ( ) Not Required

Comments:

ok db 4/4/14 Please initial handwritten addition.

Reviewed by: GUNCOUNTY1\dBaumgarten Discharge Date: 4/4/2014

Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirnie Discharge Date: 4/4/2014

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted:

Agenda Date: 4/15/2014 Follow Up Agenda Date:

Revised April 2013

Automated Building Solutions Inc

7348 South Alton Way, Bld. 9, Suite L
Centennial, CO80112
(303) 221-4020 Fax 303-221-4072

PROPOSAL AND AGREEMENT

Proposal #: 10-106-01
Date: March 24, 2014
Job Name: Honeywell JACE controller software upgrade/s & Honeywell Ax Supervisor software upgrade
Customer: Gunnison County Facility Maintenance– John Cattles

The undersigned Customer authorizes AUTOMATED BUILDING SOLUTIONS INC. ("ABS") to provide the services described below and agrees to the stated compensation therefore:

ABSI will provide & install the latest JACE 3.8 version of software (JAVA application compatibility) into existing Honeywell JACE controllers located thru out the Gunnison County buildings. The Honeywell Ax Supervisor software package will also be upgraded with the latest version of 3.8 software.

Scope of Work

- All labor necessary for downloading new JACE software version 3.8 into existing Honeywell JACE-600 controllers & upgrading existing Honeywell/Tridium AX Supervisor software package
- (4) Honeywell/Tridium JACE software 3.8 version upgrade/s (JAVA application compatibility)
- (4) Honeywell/Tridium JACE "OPEN" software licenses
- (1) Honeywell/Tridium AX Supervisor software upgrade to 3.8
- All necessary Travel time required
- 1 year warranty on all parts & labor

Total Price = $4,580.00 (Four Thousand Five Hundred & Eighty Dollars and 00/100)

Excluding:

- Any and all changes to the existing Honeywell system other than the above mentioned
- PC systems/Laptops

Option #1: provide & install (1) new DELL PC system

- All labor necessary to install existing Honeywell/Tridium AX Supervisor onto new DELL PC system
- (1) new DELL PC System
  - Windows 7 pro/64bit OS system
  - 500 gig hard drive
  - 8 gigs RAM
  - 21.5" flat panel monitor

Excluded
IT will setup virtual computer on server.

Option #1 Total Price = $2,000.00 (Two Thousand Dollars and 00/100)

Price held by ABS until __May__31__2014__If this Proposal and Agreement is not executed and returned by the above date, ABS reserves the right to modify the price given and/or the terms hereof.

Customer agrees to ensure legal access to the property in order for ABS to perform the work. If Customer for any reason cancels this Agreement after the date of execution, Customer will be assessed by ABS for all charges incident to preparation of and performance of the work up to the date of cancellation. ABS shall not be liable for delay caused by lack of labor, inaccessibility to the site, inability to secure adequate material, accidents, delays, or other causes beyond ABS' control.

ABSI shall not be liable to Property Owner for any indirect, incidental, special or consequential damages arising out of the use, partial use or inability to use the equipment provided, or receive the benefit of the installation services including, without limitation, lost profits or loss or damage to data, systems, personal or real property of Property Owner or any third party, whether in an action in contract, tort, strict liability or negligence, even if advised of the possibility of such damages. In no event shall ABSI's liability in contract, tort or otherwise, exceed the amount paid or owing to ABSI by Property Owner for the services and equipment provided.
ABS shall complete all work in a workmanlike manner according to industry standard practices. Any alteration or deviation from the above specifications involving extra costs will be subject to an extra charge over and above the estimate.

By signature of its representative below, Customer represents and warrants that he/she has full authority to bind the Customer and has taken all actions necessary to authorize performance of the work described herein and, if a public entity, that all sums necessary under the terms of this Agreement have been duly appropriated and that the above prices, specifications, and conditions are satisfactory and are hereby accepted. All Price proposals exceeding $5,000.00 Total Compensation will be billed half the Total Compensation at the start of the job and the remaining balance shall be billed at the completion of the job. If project is to be billed via a monthly progress payment plan then all invoices will be invoiced according to work completed and or DDC parts stored on site. All outstanding Invoices past due (30) days or more shall be charged a Service Charge of 3% per month/36% annually of the outstanding balance as well as a one time $150.00 late fee.

Executed this _____ day of _____, 20

CUSTOMER_____	Automated Building Solutions Inc.
By_____	By: Art Espinosa
Title_____	Title: President