

**CITY OF WAUKESHA****Administration**

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www.ci.waukesha.wi.us

Committee: Information Technology Board	Date: 5/6/2015
Common Council Item Number: 15-2509	Date: Click here to enter a date.
Submitted By: Katie Jelacic, Engineering, Mona Bauer, PRF	City Administrator Approval: Kevin Lahner, City Administrator Click here to enter text.
Finance Department Review: Rich Abbott, Finance Director Click here to enter text.	City Attorney's Office Review: Brian Running, City Attorney
Subject: Matter of Report ITB agenda item 15-2509 (Building HVAC Management Plan)	

Details:

To inform the ITB that Parks, Recreation & Forestry is piloting a solution from Automated Logic to provide a new control module with the purpose of managing the HVAC system at the Aviation facility location.

This solution will replace the existing outdated software. The city is exploring the possibility to replace the aging Metasys control system software with Automated Logic so that all city facilities will be managed by the same software. The scope of Automated Logic service is attached to this item.

Options & Alternatives:

Butters-Fetting Co., Inc. also provided a quote. However, Automated Logic is only provided by that company.

Financial Remarks:

The solutions total cost (quoted) is \$9,880. This company also provides training so that their system can be used with other systems, saving future dollars. The account being used is 5520.52480 (a P.O. has already been created for this project).

Executive Recommendation:

This is a Matter of Report

Committee Recommendation:

Matter of report





Purchase Order

Fiscal Year 2015

Page 1 of 1

THE NUMBER MUST APPEAR ON ALL INVOICES
PACKAGES AND SHIPPING PAPERSPurchase
Order #

150151-00

PARK AND RECREATION DEPTS
CITY OF WAUKESHA
1900 AVIATION DR
WAUKESHA WI 53188
262-524-3737

Delivery must be made within
doors of specified destination.

AUTOMATED LOGIC - WISCONSIN
1975 VAUGHN RD
KENNESAW GA 30144

PARK AND RECREATION DEPTS
CITY OF WAUKESHA
1900 AVIATION DR
WAUKESHA WI 53188

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference		
			204			
Date Ordered	Vendor Number	Date Required	Billing Method/Terms	Department/Location		
04/20/2015	360			PARK RECREATION FORESTRY		
Qty	Description/Part No	Unit Price	Ext Price	Unit Price	Extended Price	
	The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading					
	The City of Waukesha is sales tax exempt.					
1	New Control Module for HVAC at WPRF 5520 - 52480	\$9,880.00	1.0	\$9,880.000	\$9,880.00	

By Richard Abbott
Finance Director

P.O. Total

\$9,880.00



Waukesha Parks and Rec. – update

March 27, 2015

Automated Logic is pleased to provide you with the following proposal:

Scope: This proposal is based on Automated Logic Controls for the following equipment as an extension of the existing ALC Energy Management System:

We highly recommend updating your software to the latest version of WebCTRL

➤ **WebCTRL update to Version 6.0 Includes:**

- Access to your EMS with WebCTRL 6.0 is now available through Google™ Chrome™, Internet Explorer® v8 or later, Mozilla® Firefox® v21.0 or later, Safari® (Mac Only) v6. and with no need for add-on software
- Time lapsed graphic trending
- Elimination of JAVA and required updates for trending
- Enterprise Integration including Energy Reports (set up of Energy Reports not included in this proposal)
- Enhanced Scheduling, Alarming, Trending and Set-point adjustment
- Improved compatibility with new computers and Windows operating systems including Windows 7 & 8

➤ **WebCTRL 6.0**

- Provide and install latest version 6.0 on server provided by Waukesha P&R
- New LGR25 communication module – *Ethernet cable to LGR by others*
- Transfer existing user files
- Convert SuperVision system to WebCTRL
- Set up operator interface and provide basic training

The existing control module serving the main equipment room is almost 20 years old and has 2 digital outputs not functioning. There are no extra control points available for the DX cooling control on AHU1 serving the main office area. Updating and re-commissioning the controls to AHU1 will offer significant energy efficiency opportunities

➤ **Air Handling Unit 1 update controls**

- 1 - SE6104a - Provide and install a new control module and new panel
- Terminate all existing control wire to new control board
- *Existing field control devices, wire and conduit to be utilized*
- Provide new programming to incorporate energy efficiency strategies
- Provide new equipment graphics
- Commission and test AHU 1 system operation

We shall perform all labor, furnish all Digital Controllers, material, devices, peripherals, programming, and Warrant the system as stated above on a time and material basis not to Exceed:

AUTOMATED LOGIC



Waukesha Parks and Rec. – update

March 27, 2015

Nine Thousand Eight Hundred and Eighty Dollars..... **\$ 9,880.00**
Plus Applicable Tax

Exclusions:

- All existing sensors, actuators, wire and other field devices to remain in place. Any equipment found to be not in functioning condition will be brought to the attention of the owner and a separate proposal will be provided for repair or replacement
- Owner IT group to provide Ethernet cable to LGR, Computer Server, 2 static IP addresses and IT support during installation
- **Note: All work to be performed during normal business hours 7am to 5pm**
- *This proposal is valid for 90 days from the above date*

Automated Logic:

Signature: _____

Title: General Manager

Date: _____

Customer:

Signature: _____

Title: _____

Date: _____

P.O. # _____

AUTOMATED LOGIC



United Technologies

Waukesha Parks and Rec. – update

March 27, 2015

1. **PAYMENT AND TAXES** – Payment shall be made net 30 days from date of invoice. Automated Logic reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Automated Logic determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, the Customer shall pay Automated Logic any taxes or government charges arising from this Agreement. If Customer claims any such taxes do not apply to transactions covered by this Agreement, Customer shall provide Automated Logic with acceptable tax exemption certificates. Payment for service agreements shall be due and payable in advance of services being rendered.

2. **SCOPE OF WORK/EXCLUSIONS** – Repair to building construction, plastering, patching and painting are excluded. Customer agrees to provide Automated Logic with required field utilities (electricity, toilets, drinking water, receiving dock, project hoist, elevator service, etc.) without charge. Automated Logic agrees to keep the job site clean of debris arising out of its own operations. Customer shall not back charge Automated Logic for any costs or expenses without Automated Logic's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by Automated Logic under this Agreement, Automated Logic's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environmental hazards or dangerous substances, to include but not be limited to asbestos or PCBs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Customer to change, modify, or alter the scope of work or services to be performed by Automated Logic shall not operate to compel Automated Logic to perform any work relating to Hazards without Automated Logic's express written consent. Services performed at customer's direction outside of the scope of this proposal will be billed at our scheduled rates.

3. **EXTRAS** – Work and material in addition to or different from that stated herein, and changes in drawings, specifications or time of performance, shall be considered as extras, and shall entitle Automated Logic to an adjustment in the contract price and the delivery schedule.

4. **EMERGENCY SERVICE WORK** – If emergency service is performed at Customer's request and inspection does not reveal any defects for which Automated Logic is liable under this Agreement, Customer shall pay for such work at Automated Logic's prevailing time and material rate.

5. **SHIPMENT/PARTIAL SHIPMENT/RETURNS** – All product shipments shall be F.C.A. shipping point (Incoterms 2010), freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Automated Logic does not guarantee a particular date for shipment or delivery. Automated Logic shall have the right to ship any portion of equipment, goods or other materials included in this Agreement and invoice Customer for such partial shipment. No goods will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

6. **DELAYS** – Automated Logic shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond Automated Logic's control, including, but not limited to, acts of God or of the public acts of government, acts of terrorism, fire, floods, epidemics, freight embargoes, unusually severe weather, riots, strikes or labor disputes, conditions of the premises, acts or omissions of the Customer, Owner or other contractors, or delays caused by suppliers or subcontractors ("Force Majeure Event(s)"). In the event Automated Logic is delayed in manufacturing, shipping, delivery or any other performance under this Agreement by a Force Majeure Event and without the fault or negligence of Automated Logic, Automated Logic agrees to notify Customer in writing as soon as practicable of the causes of such delay, and Automated Logic shall further be entitled to an extension of the time equivalent to the duration of any such delay and a reasonable time in which to recover from said delay to resume performance. In the event any materials or equipment to be provided by Automated Logic under this Agreement becomes permanently unavailable as a result of a Force Majeure Event, Automated Logic shall be excused from furnishing said materials or equipment.

7. **WARRANTY** – Automated Logic warrants to Customer that the Work performed by Automated Logic hereunder will comply in all material respects with the attached Scope of Work or Statement of Services and will be free from material defects in workmanship. Automated Logic warrants that all equipment manufactured by Automated Logic Corporation and all Automated Logic equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Automated Logic shall at its option repair or replace, F.C.A. point of sale (Incoterms 2010), any equipment, part or component sold by Automated Logic and determined to be defective within one (1) year from the date of acceptance. Automated Logic does not warrant products not manufactured by Automated Logic, but it does pass on to Customer any available manufacturer's warranty for such products. Automated Logic warrants that all services provided by Automated Logic hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Automated Logic shall at its option re-perform or issue a credit for such service. Automated Logic's obligations as set forth herein shall be Customer's exclusive remedy. Automated Logic shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping, or for repairs or replacement of such equipment, parts or components required as a consequence of faulty installation when not installed by Automated Logic, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Automated Logic. **THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

8. **WORKING HOURS** – All services performed under this Agreement including major repairs, are to be provided during Automated Logic's normal working hours unless otherwise agreed in writing.

9. **CHANGE ORDERS/ADDITIONAL WORK** – Automated Logic will not perform additional work until such time as Automated Logic receives a change order, duly executed by each party, setting forth the scope and an agreed upon price for the additional work, as well as any appropriate adjustments to the delivery schedule. Additional work and/or materials supplied under any change order shall be subject to the terms of this Agreement.

10. **CUSTOMER RESPONSIBILITIES** – Customer shall, provide safe and reasonable access to the job site and equipment being serviced, and a safe work environment; keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls, partitions, ceilings, enclosures or such other property as may be necessary to perform the specified work; promptly notify Automated Logic of any unusual operating conditions; operate any equipment supplied hereunder properly and in accordance with Instructions; identify and label any asbestos containing material that may be present. The Customer will provide, in writing, prior to the start of a job, a signed statement regarding the

absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the Customer will also provide in writing the method used to determine the absence of asbestos. If online service via modem is being provided, the Customer shall provide and maintain, at Customer's cost, a voice grade dial-up telephone line or internet connection installed in a mutually agreed upon location.

11. **LIMITATION OF LIABILITY** – Under no circumstances shall Automated Logic be liable for any incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, loss of data, or economic damages based on strict liability or negligence. Automated Logic shall be liable for damage to property, other than equipment provided under this Agreement, and to persons, to the extent that Automated Logic's negligent acts or omissions directly contributed to such injury or property damage. Automated Logic's maximum liability for any reason (except for personal injuries) shall consist of the refunding of all moneys paid by Customer to Automated Logic under this Agreement.

12. **TERMINATION FOR CONVENIENCE** – In the event Customer terminates this Agreement through no fault of Automated Logic or for Customer's convenience, Customer shall provide prior written notice of termination and agrees to pay Automated Logic for all material furnished or manufactured, labor performed and services provided up to the date of termination, all out-of-pocket costs (including but not limited to any restocking or other charges owed to any supplier) and including a reasonable profit.

13. **CUSTOMER TERMINATION FOR DEFAULT** – Customer shall have the right to terminate this Agreement for Automated Logic's default provided Automated Logic fails to cure such default within 30 days after having been given prior written notice of the default. Upon early termination or expiration of this Agreement, Automated Logic shall have free access to enter Customer locations to disconnect and remove any and all Automated Logic-owned parts, tools and personal property. Additionally, Customer agrees to pay Automated Logic for all incurred but unamortized service costs performed by Automated Logic including overhead and a reasonable profit.

14. **AUTOMATED LOGIC TERMINATION** – Automated Logic reserves the right to discontinue its service or performance under this Agreement any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Automated Logic. Should Customer fail to make payment in accordance with the terms of this Agreement and such failure continues without cure for a period of five (5) days following Customer's receipt of written notice of such payment default, Automated Logic may terminate this Agreement without liability.

15. **CLAIMS / ALC EMPLOYEES** – Any suits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose. The Customer acknowledges that ALC's employees are valuable assets to ALC. During the Term of this Agreement or one hundred eighty (180) days thereafter, if Customer hires an ALC employee who worked at the Customer's facility at any time, the Customer agrees to 1) pay ALC an amount equal to 12 months salary for such employee, and 2) reimburse ALC for all costs associated with any training ALC provided to such employee.

16. **GOVERNMENT PROCUREMENTS** – (a) The components, equipment and services provided by Automated Logic under this Agreement are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Automated Logic's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Automated Logic will not agree to provide or certify cost or pricing data, nor will Automated Logic agree to comply with the Cost Accounting Standards (CAS). In addition, no federal government procurement regulations, such as FARs or DFARS, shall apply to this Agreement except those regulations expressly accepted in writing by Automated Logic.

(b) **WHERE AUTOMATED LOGIC IS SUBCONTRACTOR** Where Automated Logic is subcontractor, Automated Logic is agreeing to perform a private subcontract for the sale of a commercial item on a fixed-price basis to Customer (a private entity) and as such there shall be no Federal Acquisition Regulations (FARs), DFARS, CFIIs, or any other federal government procurement regulations of any kind which apply to this Agreement, except those regulations expressly accepted in writing by Automated Logic. In addition, Automated Logic will not agree to provide or certify cost or pricing data nor will Automated Logic agree to comply with the Cost Accounting Standards (CAS). Carrier refers to FAR 52.244-6, "Subcontracts for Commercial Items and Commercial Components."

17. **HAZARDOUS MATERIALS** – If Automated Logic encounters any asbestos or other hazardous material while performing this Agreement, Automated Logic may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Automated Logic's performance shall be extended accordingly, and Automated Logic shall be compensated for the delay.

18. **OCCUPATIONAL SAFETY AND HEALTH** – Automated Logic and Customer agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act ("OSHA") relating in any way to the performance of work under this Agreement, the project or the job site.

19. **ENTIRE AGREEMENT, ASSIGNMENT AND MODIFICATION** – This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Automated Logic's prior written consent. No change, modification, amendment or waiver of any of the terms or conditions of this agreement shall be binding upon the parties unless made in writing and duly executed by both parties hereto.

20. **CUSTOMER CONSENT** – Customer consents and agrees that Automated Logic may, from time to time, publicize Automated Logic related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

21. **FOR WORK BEING PERFORMED IN CALIFORNIA** – Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.