



Automated Building Solutions^{Inc}

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PROPOSAL AND AGREEMENT

Proposal # 1013-05-53

Date: February 17, 2025

Job Name: DC Justice Center Honeywell BAS System Area A (2nd & 3rd Level) FPVAV/VAV box controls upgrade

Customer: Douglas County Facility Maintenance

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

ABS will provide the following Scope of Work (SOW) for Area A (2nd & 3rd Level) FPVAV/VAV box controls upgrade for the N4 upgrade for the DCJC building

Scope of Work

- All labor, DDC/Installation parts, and programming necessary to complete the above mentioned project

- **Area A (2nd & 3rd Level) FPVAV/VAVs:**
 - Provide, install & program the following new components to upgrade (88) existing XL10 controls over to new Spyder controls
 - (88) qty Honeywell Spyder LON FPVAV/VAV controllers
 - (88) qty Honeywell FPVAV/VAV damper actuators
 - (88) qty Honeywell FPVAV/VAV wall modules (TR23 series)
 - Re-use of all existing hotwater reheat valve/actuator assemblies
 - Re-use of all existing Low Voltage Power Transformers
 - Re-use of all existing Honeywell JACE controllers currently in use
 - All existing Air flow K factors are to be re-used and programmed into new Honeywell Spyder LON controllers

Qualifications/Clarifications for ALL above:

- All necessary Time/Labor to calibrate all existing temperature sensor/s associated with each FPVAV/VAV box
- All existing FPVAV/VAV box DDC devices will be re-used, unless explicitly stated to be replaced in the above
 - If any existing device (not replaced in the above line items) found to be failed/defective, a solution with pricing and availability will be provided
- Graphical representation of all New FPVAV/VAV controller points integrated into existing Honeywell N4 system and viewable through existing N4 front-end system
- All work to be completed during Normal Business hours (M-F, 7am-5pm)
- 1 year warranty on all parts and labor
- Material lead times are averaging approx. 8-10 weeks from time of order.

Total Price: _\$121,800.00_ (One Hundred & Twenty One Thousand Eight Hundred dollars 00/100)

Excluding:

- Anything not mentioned above
- Any and all changes to the existing Honeywell/Tridium system other than the above mentioned
- Air/Water balancing
- Replacement of existing failed/defective devices found during upgrade and not being replaced in the above itemized equipment upgrades

Price held by ABS until __December__31__, _2025_. 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 _____, 2025

CUSTOMER_____

Automated Building Solutions Inc.

By_____

By: Art Espinosa

Title_____

Title: Account Manager