



# Proposal

**Project: City of Peoria – City Hall Controls Upgrade**

**July 1, 2015**

Hunzeker Service is pleased to assist the City of Peoria in this project. The City Hall building has two temperature control systems, one is the Andover Controls system and the other is the Trane Tracer Summit system. The current status of the Andover control system controls the building Air Handling Units and the Variable Air Volume boxes. The wireless temperature sensors, VAV controller, and the workstation are all starting to fail and are making it hard to maintaining the systems. The Trane Tracer Summit system controls the hot water and chilled water system. The two systems do not communicate efficiently.

The wireless sensors that were supplied with the Andover Controls have batteries that need to be changed at least every 6 months and are starting to fail. They are being replaced with Trane Tracer wireless sensors connect to the Andover Controls controllers and programming in the VAV's are being revised to add in the new temperature sensors and correcting sequence of operations issues through the Andover Controls workstation that is failing. The Andover Controls system field controllers are BACnet, the Trane Tracer system field controllers are Lon. When the existing Andover Controls workstation fails, the City of Peoria will not be able to operate the existing Andover Controls system to maintain the building. The building currently operates in a 24/7 mode due to some of the sequence of operation issues.

Hunzeker Service proposes that integration of the two temperature controls system with the newer Trane Tracer SC system. The new system will allow the BACnet and the Lon field controllers to communicate through one front-end. The new front-end is be Web based and will allow the City of Peoria to schedule, get alarms, trend all control points, view system graphics from a Ipad and allow multiple user to access the system via a web browser without the end-user purchasing user license. The new front-end will allow the building system to operate in a more efficient mode to reduce the gas and electric consumption while giving the comfort to the City's personnel.

Hunzeker Service will provide the following for the City Hall:

- Provide the Engineering, Programming, Coordination, and Documentation of the Temperature Controls associated with this project
- Provide replace of the existing Andover Controls devices.
- Provide and install the Trane Tracer SC front-end.
- Provide graphical representations for Floor Plans, VAV Boxes, AHU, Hot Water System and Chilled Water system to be view through a web browser approved by the City of Peoria IT personnel.

Exclusions, exceptions, and additional information:

- This proposal excludes the installation of the low voltage power communication wiring for the temperature controls.
- Prevailing labor wages are included in this proposal
- Applicable Material Taxes are not included in this proposal
- Wireless Sensors are not included in this proposal.
- Work to be performed during normal business hours (Monday – Friday, 7:30 a.m. – 4:30 p.m.)

**Base Proposal Cost .....\$ 69,000.00**

Please address purchase order to Hunzeker Service Agency

Thomas Loos



### Hunzeker Service Agency (H.S.A) Terms and Conditions for Installation

1. **Acceptance.** A proposal made upon these terms is subject to acceptance within thirty days from date and the prices are subject to change without notice prior to acceptance by Customer. If Customer's order is an acceptance of a written proposal, on a form provided by H.S.A., without the addition of any other terms and conditions of sale or any other modification, this document shall be treated solely as an acknowledgment of such order, subject to credit approval. If Customer's order is expressly conditioned upon H.S.A.'s acceptance or assent to terms other than those expressed herein, return of such order by H.S.A. with these terms and conditions attached serves as notice of objection to Customer's terms and a counter-offer to provide Work in accordance with scope and terms of the original proposal. If Customer does not reject or object within ten days, H.S.A.'s counter-offer will be deemed accepted. If Customer permits or accepts performance, H.S.A.'s terms will be deemed accepted. Customer's acceptance of goods and/or Work by H.S.A. will in any event constitute an acceptance by Customer of these terms and conditions.
2. **Contract Price & Taxes.** The Contract Price includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof only for equipment and material installed by H.S.A. Equipment sold on an uninstalled basis and any taxable labor do not include sales tax and taxes will be added. Prices stated are firm provided that notification of release for immediate production and shipment is received at the factory not later than five months from order receipt. If such release is received later than five months from order receipt date, but within eight months of order receipt date, prices will be increased a straight 1% (not compounded) for each one-month period (or part thereof) beyond the five-month firm price period up to the date of receipt of such release. If such release is not received within eight months after date of order receipt, the prices are subject to renegotiation, or at H.S.A.'s option, the order will be cancelled. If for any reason Customer delays shipment after release, prices are subject to increase as stated herein.
3. **Exclusions from Work.** H.S.A.'s obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall H.S.A. be required to perform work H.S.A. reasonably believes is outside of the defined Work without a written change order signed by Customer and H.S.A.
4. **Construction Procedures.** H.S.A. shall supervise and direct the Work using its best skill and attention and have exclusive control over construction means, methods, techniques, sequences and procedures.
5. **Payment Terms.** Customer shall pay H.S.A.'s invoices within net thirty (30) days of invoice date. H.S.A. may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by H.S.A., in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, H.S.A. may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to H.S.A. for all reasonable shutdown, standby and start-up costs as a result of the suspension. H.S.A. reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by H.S.A. in attempting to collect amounts due and otherwise enforcing these terms and conditions.
6. **Time for Completion.** Except to the extent otherwise expressly agreed in writing signed by an authorized representative of H.S.A., all dates provided by H.S.A. or its representatives for commencement, progress or completion are estimates only. While H.S.A. shall use commercially reasonable efforts to meet such estimated dates, H.S.A. shall not be responsible for any damages for its failure to do so.
7. **Access.** H.S.A. and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by H.S.A. and acceptable to the Work site' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. H.S.A.'s access to correct any emergency condition shall not be restricted.
8. **Permits and Governmental Fees.** H.S.A. shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work, which are legally required when bids from H.S.A.'s subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities.
9. **Utilities During Construction.** Customer shall provide without charge to H.S.A. all water, heat, and utilities required for performance of the Work.
10. **Concealed or Unknown Conditions.** In the performance of the Work, if H.S.A. encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, H.S.A. shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in H.S.A.'s cost of, or time required for, performance of any part of the Work, H.S.A. shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.
11. **Pre-Existing Conditions.** H.S.A. is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold and/or fungi. H.S.A. also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by H.S.A.
12. **Asbestos and Hazardous Materials.** H.S.A.'s Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by H.S.A., there are no Hazardous Materials on the Work site that will in any way affect H.S.A.'s Work and Customer has disclosed to H.S.A. the existence and location of any Hazardous Materials in all areas within which H.S.A. will be performing the Work. Should H.S.A. become aware of or suspect the presence of Hazardous Materials, H.S.A. may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, including the payment thereof, arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by H.S.A. H.S.A. shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall H.S.A. be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.



13. **Force Majeure.** If H.S.A. shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at H.S.A.'s election (i) remain in effect but H.S.A.'s obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon ten (10) days notice to Customer, in which event Customer shall pay H.S.A. for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of H.S.A. Without limiting the foregoing, Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by H.S.A..
14. **Customer's Breach.** Each of the following events or conditions shall constitute a breach by Customer and shall give H.S.A. the right, without an election of remedies, to terminate this Agreement by delivery of written notice declaring termination, upon which event Customer shall be liable to H.S.A. for all Work furnished to date and all damages sustained by H.S.A. (including lost profit and overhead): (1) Any failure by Customer to pay amounts due more than thirty (30) days after the date of the invoice therefore; or (2) Any failure by Customer to perform or comply with any material provision of this Agreement.
15. **Indemnification.** H.S.A. and Customer shall indemnify and hold each other harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the negligence or misconduct of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.
16. **Limitation of Liability. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST REVENUE OR PROFITS), OR PUNITIVE DAMAGES. IN NO EVENT SHALL H.S.A. BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS.**
17. **Workmanship and Equipment Warranty.** H.S.A. warrants that, for a period of one year from the date of substantial completion (the "Warranty Period"), H.S.A. equipment installed hereunder and Work (i) shall be free from defects in material, manufacture, and workmanship and (ii) shall have the capacities and ratings set forth in H.S.A.'s catalogs and bulletins; substantial completion shall be the earlier of the date that the Work is sufficiently complete so that Customer can utilize the Work for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, H.S.A. will correct the defect or furnish replacement equipment (or, at its option, parts therefore) and, if said equipment was installed pursuant hereto, labor associated with the replacement of parts or equipment not conforming to this warranty. No liability whatsoever shall attach to H.S.A. until said equipment and Work have been paid for in full and then said liability shall be limited to H.S.A.'s cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment and/or parts that are not manufactured by H.S.A. are not warranted by H.S.A. and have such warranties as may be extended by the respective manufacturer. H.S.A.'s warranties expressly exclude any remedy for damage or defect caused by corrosion, erosion, or deterioration, abuse, modifications or repairs not performed by H.S.A., improper operation, or normal wear and tear under normal usage. H.S.A. shall not be obligated to pay for the cost of lost refrigerant. H.S.A. equipment sold on a supply basis is warranted in accordance with H.S.A.'s standard warranty for supplied equipment. **THE WARRANTY AND LIABILITY SET FORTH IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATION OR WARRANTY IS MADE REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. H.S.A. SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.**
18. **Insurance.** Upon request, H.S.A. will furnish evidence of its standard insurance coverage. If Customer has requested to be named as an additional insured under H.S.A.'s insurance policy, H.S.A. will do so but only to the extent of H.S.A.'s indemnity assumed under the indemnity provision contained herein. H.S.A. does not waive any rights of subrogation.
19. **Applicable Law.** Except as provided below, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state in which the Work is performed. Any dispute arising under or relating to this Agreement which is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state in which the Work is performed. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government, provided, however, that if there is no applicable Federal Government contract law, this Agreement shall be governed, construed, interpreted and enforced in accordance with the governing law as set out in the contract with H.S.A.'s Customer.
20. **Assignment.** Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of H.S.A. This Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns.
21. **Complete Agreement.** This Agreement constitutes the entire Agreement between both parties. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent H.S.A. is a signatory thereon.
22. **U.S. Government Work. This provision applies only to indirect sales by H.S.A. to the US Government.** If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, H.S.A. will have no obligations to Customer unless and until Customer provides H.S.A. with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to H.S.A. of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from H.S.A. prior to providing any government official any information about H.S.A.'s performance of the work that is the subject of this offer or agreement, other than this written offer or agreement.

H.S.A. 4-06-09