



**PROSPECT HEIGHTS DISTRICT 23  
BOARD OF EDUCATION  
ACTION ITEM**

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**Date:** February 23, 2021  
**Title:** 2021 HVAC Retrofit Work – Request for Proposals  
**Contact:** Amy McPartlin, Assistant Superintendent for Finance & Operations  
Brian Rominski, Director of Buildings & Grounds

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**BACKGROUND INFORMATION:**

In accordance with scheduled HVAC retrofit work (phase 2) at Ross and Sullivan Schools, construction documents were created and proposals were received from EMCOR Mechanical, Honeywell, and eCube. Proposals were evaluated and costs are in line with previous years 2019 and 2020.

**ADMINISTRATIVE CONSIDERATIONS:**

Proposals were received from EMCOR Mechanical (\$421,000.00), Honeywell (\$148,000.00) and eCube (\$24,000.00).

Funds have been budgeted in the Capital Projects account.

**RECOMMENDED ACTION:**

That the Board of Education accept the proposals in the amount of \$421,000.00 from EMCOR Mechanical, \$148,000.00 from Honeywell, and \$24,000.00 from eCube for the 2021 HVAC Retrofit Work at Ross and Sullivan Schools.

1/26/2021

Brian Rominski  
Prospect Heights School District 23  
700 N Schoenbeck Rd  
Prospect Heights, IL

**Project:** 2021 HVAC Retrofits

**Executive Summary:**

EMCOR Services Team Mechanical (ESTM) is pleased to provide you with this proposal to perform HVAC retrofit/installation work as shown in drawings dated 1/7/2020 by AMSCO Engineering.

**Scope Summary:**

- EMCOR will provide dedicated project manager for this work. Detailed execution schedule and coordination will take place with customer prior to starting work.
- Provide ceiling/wall removals where required.
- EMCOR will take glycol samples before work commences to check concentration.
- Isolate glycol loops at new unit locations and drain locally into drums.
- Flush new piping.
- EMCOR will provide new glycol as needed to meet pre-project concentrations.
- Provide new electrical panels and feeds to reheat coils per prints.
- Provided new electrical disconnects.
- Provide insulation on all new piping and vent.
- Provide 3<sup>rd</sup> party test and balance.
- Provide performance bond.
- Clean all louvers, condensate lines and traps for units impacted in this scope.
- Check and adjust refrigerant charge on all units touched in this scope of work. Cost of refrigerant has been included in pricing.
- Replace all existing condensate pumps and modify drain piping as required.

- Provide commissioning support.
- Provide project closeout documentation with as-built drawings.
- Provide 2 year warranty from substantial completion covering all material and labor costs for items installed under this scope of work.
  
- **BETSY ROSS**
  - (1) Provide and Install (P&I) new CLIMADRY (HP-200).
  - (2) P&I new hot water reheat coils to modify existing CLIMATE MASTER units (HWC 303.1). Provide (2) new access panels in duct for each coil.
  - (10) P&I new electric duct heaters and modify existing unit and vent as required. Provide (2) new access panels in duct at each heater.
  - (3) P&I QUEST Dehumidifiers above ceiling.
  - (13) P&I new condensate pumps with required tubing/piping.
  - Provide insulation on new piping and vent.
  
- **ANNE SULLIVAN**
  - (7) P&I new CLIMATE MASTER units.
  - (9) P&I new electric duct heaters and modify existing unit and vent as required. Provide (2) new access panels in duct at each heater.
  - (16) P&I new condensate pumps with required tubing/piping.
  - Provide new insulation on new piping and vent.

### **Annotations & Exclusions**

- ❖ Overtime
- ❖ Painting of ductwork or piping
- ❖ Priced assuming isolation valves achieve 100% shut-off
- ❖ Low voltage electrical by Honeywell
- ❖ Hiring of CX agent by others
- ❖ Chemical treatment
- ❖ Estimated as tax exempt
- ❖ Pricing includes cost for performance bond
- ❖ Pricing includes refrigerant to top off charges as required
- ❖ Pricing includes time to work with control contractor and commissioning agent

### Financial Investment

Financial expenditure for the above scope or work..... \*\$421,000

\*Pricing includes \$15,000 allowance

*I would be happy to discuss scope of work modifications to address pricing to meet your budgeting criteria.*

Thank you for the opportunity!!

Christopher Beller  
Sr. Project Sales Executive  
EMCOR  
(847) 521-0047  
[cbeller@emcor.net](mailto:cbeller@emcor.net)

### TERMS AND CONDITIONS

1. Contractor will perform the services (“Services”) set forth in the attached proposal (“Proposal”).
2. Contractor will perform the Services during normal working hours, Monday through Friday, from 8 AM to 5PM, unless specified otherwise in writing by Contractor. If Customer requests that Contractor provide Services on an expedited basis and/or outside normal working hours, Customer shall pay all additional charges for freight, labor, or materials according to Contractor’s established rates and fees.
3. If Contractor determines that other work beyond the Services is required, such work shall not constitute a part of the Services, and Contractor will provide Customer with a quotation for such work.
4. Customer agrees to (i) provide safe and reasonable access, and any other assistance as is reasonably necessary, so that Contractor can perform the Services and (ii) remove and replace/refinish any part of the work site that must be disturbed so Contractor can perform the Services.
5. Contractor shall not perform any service that concerns hazardous materials, and shall have no responsibility for remediation, accumulation, storage, transportation, or disposal of any hazardous materials generated by Customer or present at the work site.
6. Contractor shall not be required to perform any Services where hazardous materials are present or where Contractor suspects the presence of hazardous materials, and Contractor immediately may stop providing Services in either instance and notify Customer of the circumstance giving rise to the stoppage.
7. Customer agrees to pay Contractor the lump sum or time and materials rates set forth in the Proposal, and all excise, sales, use, occupation or other similar taxes connected with Contractor’s performance of the Services.
8. Customer’s payment is due net 30 days from date of invoice, and late payment to Contractor shall be subject to interest at the rate of one and one-half percent (1½ %) per month, not to exceed the maximum amount allowed by applicable law. Contractor may cease providing Services, including warranty services, if Customer fails to make any payment that is due and owing.
9. Materials provided will be free from defects for one (1) year from the date of the Services or to the extent of the manufacturer’s warranty, whichever the lesser. Workmanship provided will be good and of a workman-like standard for sixty (60) days from the date of the Services. During the applicable warranty period, Contractor promptly shall repair or replace, at its sole option and at its own expense, any defective materials or workmanship during normal working hours (for defective materials, Contractor only will provide (i) warranty coverage to the extent that Contractor is able to enforce liability against the manufacturer and (ii) necessary labor at its own expense for sixty (60) days from the date of the Service and during normal working hours). Customer’s sole and exclusive warranty is the repair or replacement set forth herein. If Customer requests that Contractor provide warranty services on an expedited basis and/or outside normal working hours, Customer shall pay all additional charges for freight, labor, or materials according to Contractor’s established rates and fees.
10. Contractor’s warranty applies only to materials and workmanship furnished by Contractor. Contractor’s warranty shall be null and void if (i) Customer fails properly to operate and maintain equipment and/or the system for which Services were provided, (ii) acts of vandalism or other alterations or modifications occur that affect the equipment and/or the system for which Services were provided, or (ii) Customer subsequently has another contractor provide goods or services that affect to the Services.
11. Contractor shall not be liable for any delay, or loss or damage arising therefrom, and shall be entitled to additional time for the Services, if the delay is caused by an occurrence beyond the reasonable control of Contractor.
12. Contractor is not responsible for equipment and/or system design deficiencies, obsolete equipment or systems, equipment or systems beyond serviceable life, or electrical failures, and Customer shall remain obligated to pay for Services if the Proposal properly was performed but the Services do not remedy the condition giving rise to the Proposal because of the foregoing.
13. Contractor shall not be liable for operation of any equipment or system, nor for injury to person or damage to property, except to the extent such injury or damage is caused by the negligent acts or omissions of Contractor, and only to the proportionate extent of Contractor’s negligence.

14. Under no circumstances, whether arising out of contract, tort (including negligence), strict liability, warranty or otherwise, shall either party be liable to the other for special, indirect, incidental, consequential, exemplary or punitive damages of any nature.

15. In no event shall Contractor's aggregate liability to Customer exceed an amount that is the lesser of (i) the amount of the Proposal or (ii) the cost to Contractor to repair or replace the item giving rise to the claim.

16. This Proposal shall be governed by the laws of the State where the Services are performed, without giving effect to its conflict of laws provisions. Any action concerning the subject matter of this Proposal shall be commenced in the State court of such State, which shall have exclusive jurisdiction over such action. Any such action shall be submitted TO THE COURT ONLY for resolution, WITHOUT TRIAL TO A JURY. THE PARTIES HEREBY WAIVE ANY RIGHT TO A JURY TRIAL REGARDING ANY SUCH ACTION.

17. Contractor shall be entitled to all fees and costs, including reasonable attorney's fees, incurred by it in any action to collect amounts due to it from Customer.

18. By signing the Proposal, Customer authorizes Contractor to perform the Services and agrees to these Terms And Conditions and those set forth in the Proposal. Customer further agrees that the Proposal and these Terms And Conditions constitute the parties' entire agreement, and any other documents generated or provided by Customer are intended only to create payment authority for Customer's internal purposes. No such Customer documents shall form a part of this agreement, or constitute a counteroffer, amendment, modification, or revision, and hereby are rejected by Contractor.

**Building Systems Agreement****Proposal Number: 911-21-1007****Proposal Name: SD23 2021 HVAC Retrofit Project Ross and Sullivan Schools BAS Controls****Date: January 27, 2021****Provider:** (“Honeywell”)**Honeywell International Inc., through its  
Honeywell Building Solutions business unit  
95 E. Algonquin Road  
Des Plaines, IL 60017****Customer:** (“Customer”)**Prospect Heights School District 23  
700 N. Schoenbeck Road  
Prospect Heights, IL 60070**

Contact Person: Brian Rominski

Phone #:

Email address:

**Work Site Location Name: Ross and Sullivan Schools****Work Site Location Address: 700 N. Schoenbeck Road, Prospect Heights, IL 60070****Scope of Work:** Honeywell shall provide the following equipment and services (“the Work”) in accordance with the attached work scope documents and General Terms and Conditions, which form a part of this Agreement.

Honeywell proposes to expand the existing Honeywell EBI Building Automation System located at Prospect Heights School District 23. This scope of work is based on the following:

- Mechanical and Electrical Plans for bid by Arcon Architects and Amsco Engineering Dated 1/7/2021 and Project Manual/Specifications for the 2021 HVAC Retrofit at Ross and Sullivan Schools.

**BASE PROJECT**

Honeywell will provide equipment, electrical installation, engineering, control drawings, project management, programming, training, commissioning and final check out of the items below. Reuse existing Honeywell Controllers. New equipment to be added to the existing Honeywell Controllers on the Climate Master HVAC units.

**Automation System**

29 – Climate Master Units (13 in Ross School, 16 in Sullivan School)

- Provide and Install required combination temperature and humidity sensor (Honeywell TR23-H/U)
- Provide and Install required carbon dioxide (CO2) sensors (Honeywell C7232A1016)
- Provide and Install required current sensor

3 – Dehumidification Units (2 in Ross School Gym Area and Sullivan School Gym Area, 1 in Office 301A)

- Provide and Install new controller for new dehumidification units.
  - Provide and Install required humidity sensors for new dehumidification units
- Add Global Point to EBI to command ALL heat pumps units to drive OA dampers 100% open at Eisenhower, Ross and Sullivan Schools.

**Additional Clarification and/or Exclusions:**

- Excludes all mechanical equipment including but not limited to roof top units, heat pumps, coils, etc. All mechanical provided and installed by others.
- Excludes overtime labor, all work to be performed straight time
- Excludes cost of any building repairs such as painting, wall paper patching, ceiling tile replacement or other cosmetic related items.
- Excludes Permits and Fees
- Excludes submission to the Authority Having Jurisdiction (AHJ).
- Excludes test and balancing
- Excludes BIM Modeling
- Excludes revising of existing floor plans to reflect any new space layout
- Honeywell reserves its right to negotiate mutually acceptable terms and conditions
- Warranty applies to new equipment (sensors) only and not any of the existing equipment or controllers.
- Excludes override, mixed air temperature, Compressor #1 and 2 Status/s requirement as given in specs.





# **General Terms and Conditions**

## **1. WORKING HOURS**

Unless otherwise stated, all labor and services under this Agreement will be performed during the hours of 8:00 a.m. - 4:30 p.m. local time Monday through Friday, excluding federal holidays. If for any reason Customer requests Honeywell to furnish any such labor or services outside of the hours of 8:00 a.m. - 4:30 p.m. local time Monday through Friday (or on federal holidays), any overtime or other additional expense occasioned thereby, such as repairs or material costs not included in this Agreement, shall be billed to and paid by Customer.

## **2. TAXES**

2.1 Customer agrees to pay the amount of any new or increased taxes or governmental charges upon labor or the production, shipment, sale, installation, or use of equipment or software which become effective after the date of this Agreement. If Customer claims any such taxes do not apply to transactions covered by this Agreement, Customer shall provide Honeywell with a tax exemption certificate acceptable to the applicable taxing authorities.

2.2 **Tax-Related Cooperation.** Customer agrees to execute any documents and to provide additional reasonable cooperation to Honeywell related to Honeywell tax filings under Internal Revenue Code Section 179D. Honeywell will be designated the sole Section 179D beneficiary.

## **3. PROPRIETARY INFORMATION**

3.1 All proprietary information (as defined herein) obtained by Customer from Honeywell in connection with this Agreement shall remain the property of Honeywell, and Customer shall not divulge such information to any third party without prior written consent of Honeywell. As used herein, the term "proprietary information" shall mean written information (or oral information reduced to writing), or information in machine-readable form, including but not limited to software supplied to Customer hereunder which Honeywell deems proprietary or confidential and characterizes as proprietary at the time of disclosure to Customer by marking or labeling the same "Proprietary", "Confidential", or "Sensitive". The Customer shall incur no obligations hereunder with respect to proprietary information which: (a) was in the Customer's possession or was known to the Customer prior to its receipt from Honeywell; (b) is independently developed by the Customer without the utilization of such confidential information of Honeywell; (c) is or becomes public knowledge through no fault of the Customer; (d) is or becomes available to the Customer from a source other than Honeywell; (e) is or becomes available on an unrestricted basis to a third party from Honeywell or from someone acting under its control; (f) is received by Customer after notification to Honeywell that the Customer will not accept any further information.

3.2 Customer agrees that Honeywell may use nonproprietary information pertaining to the Agreement, and the work performed under the Agreement, for press releases, case studies, data analysis, promotional purposes, and other similar documents or statements to be publicly released. Honeywell may, during and after the Term of this Agreement, compile and use, and disseminate in anonymous and aggregated form, all data and information related to building optimization and energy usage obtained in connection with this Agreement. The rights and obligations in this Section 3 shall survive termination or expiration of this Agreement.

## **4. INSURANCE OBLIGATIONS**

4.1 Honeywell shall, at its own expense, carry and maintain in force at all times from the effective date of the Agreement through final completion of the work the following insurance. It is agreed, however, that Honeywell has the right to insure or self-insure any of the insurance coverages listed below:

- (a) **Commercial General Liability Insurance to include contractual liability, products/completed operations liability with a combined single limit of USD \$2,000,000 per occurrence. Such policy will be written on an occurrence form basis;**
- (b) If automobiles are used in the execution of the Agreement, Automobile Liability Insurance with a minimum combined single limit of USD \$2,000,000 per occurrence. Coverage will include all owned, leased, non-owned and hired vehicles.
- (c) Where applicable, "All Risk" Property Insurance, including Builder's Risk insurance, for physical damage to property which is assumed in the Agreement.
- (d) **Workers' Compensation Insurance Coverage A - Statutory limits and Coverage B-Employer's Liability Insurance with limits of USD \$1,000,000 for bodily injury each accident or disease. Honeywell will not issue coverage on a per project basis.**

4.2 Prior to the commencement of the Agreement, Honeywell will furnish evidence of said insurance coverage in the form of a Memorandum of Insurance which is accessible at: <http://honeywell.com/sites/moi/>. All insurance required in this Section 4 will be written by companies with a rating of no less than "A-, XII" by A.M. Best or equivalent rating agency. Honeywell will endeavor to provide a thirty (30) day notice of cancellation or non-renewal to the Customer. In the event that a self-insured program is implemented, Honeywell will provide adequate proof of financial responsibility.

## **5. HAZARDOUS SUBSTANCES, MOLD AND UNSAFE WORKING CONDITIONS**

5.1 Customer has not observed or received notice from any source (formal or informal) of, nor is it aware of: (a) Hazardous Substances or Mold, either airborne or on or within the walls, floors, ceilings, heating, ventilation and air conditioning systems, plumbing systems, structure, and other components of the Site, or within furniture, fixtures, equipment, containers or pipelines in a Site; or (b) conditions that might cause or promote accumulation, concentration, growth or dispersion of Hazardous Substances or Mold on or within such locations.

5.2 Honeywell is not responsible for determining whether any equipment or the temperature, humidity and ventilation settings used by Customer, are appropriate for Customer and the Site except as specifically provided in an attached Work Scope Document.

5.3 If any such materials, situations or conditions, whether disclosed or not, are discovered by Honeywell or others and provide an unsafe condition for the performance of the work or Services, the discovery of the condition shall constitute a cause beyond Honeywell's reasonable control and Honeywell shall have the right to cease the work or Services until the area has been made safe by Customer or Customer's representative, at Customer's expense. Honeywell shall have the right to terminate this Agreement if Customer has not fully remediated the unsafe condition within sixty (60) days of discovery.

5.4 Customer represents that Customer has not retained Honeywell to discover, inspect, investigate, identify, be responsible for, prevent or remediate Hazardous Substances or Mold or conditions caused by Hazardous Substances or Mold. Honeywell shall have no duty, obligation or liability, all of which Customer expressly waives, for any damage or claim, whether known or unknown, including but not limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, adverse health effect or any special, consequential, punitive, exemplary or other damages, regardless of whether such damages may be caused by or otherwise associated with defects in the Work, in whole or in part due to or arising from any investigation, testing, analysis, monitoring, cleaning, removal, disposal, abatement, remediation, decontamination, repair, replacement, relocation, loss of use of building, or equipment and systems, or personal injury, death or disease in any way associated with Hazardous Substances or Mold.

## **6. WARRANTY**

6.1 Honeywell will replace or repair any product Honeywell provides under this Agreement that fails within the warranty period of one (1) year because of defective workmanship or materials, except to the extent the failure results from Customer negligence, fire, lightning, water damage, or any other cause beyond the control of Honeywell. This warranty is effective as of the date of Customer acceptance of the product or the date Customer begins beneficial use of the product, whichever occurs first, and shall terminate and expire one (1) year after such effective date. Honeywell's sole obligation, and Customer's sole remedy, under this warranty is repair or replacement, at Honeywell's election, of the applicable defective products within the one (1) year warranty period. All products repaired or replaced, if any, are warranted only for the remaining and unexpired portion of the original one (1) year warranty period.

6.2 **EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6.1, HONEYWELL MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ANY AND ALL WARRANTIES REGARDING HAZARDOUS SUBSTANCES OR MOLD. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON HONEYWELL UNLESS SET FORTH IN WRITING AND SIGNED BY HONEYWELL'S AUTHORIZED REPRESENTATIVE.**

## **7. INDEMNITY**

Customer agrees to indemnify, defend and hold harmless Honeywell and its officers, directors, employees, affiliates and agents (each, an "indemnitee") from and against any and all actions, lawsuits, losses, damages, liabilities, claims, costs and expenses (including, without limitation, reasonable attorneys' fees) caused by, arising out of or relating to Customer's breach or alleged breach of this Agreement or the negligence or willful misconduct (or alleged negligence or willful misconduct) of Customer or any other person under Customer's control or for whom Customer is responsible. **WITHOUT LIMITING THE FOREGOING, TO THE FULLEST EXTENT ALLOWED BY LAW, CUSTOMER SHALL INDEMNIFY AND HOLD HONEYWELL AND EACH OTHER INDEMNITEE HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS AND COSTS OF WHATEVER NATURE, INCLUDING BUT NOT LIMITED TO, CONSULTANTS' AND ATTORNEYS' FEES, DAMAGES FOR BODILY INJURY AND PROPERTY DAMAGE, FINES, PENALTIES, CLEANUP COSTS AND COSTS ASSOCIATED WITH DELAY OR WORK STOPPAGE, THAT IN ANY WAY RESULTS FROM OR ARISES UNDER THE BREACH OF THE REPRESENTATIONS AND WARRANTIES OF CUSTOMER IN SECTION 5, THE EXISTENCE OF MOLD OR A HAZARDOUS SUBSTANCE AT A SITE, OR THE OCCURRENCE OR EXISTENCE OF THE SITUATIONS OR CONDITIONS DESCRIBED IN SECTION 5, WHETHER OR NOT CUSTOMER PROVIDES HONEYWELL ADVANCE NOTICE OF THE EXISTENCE OR OCCURRENCE AND REGARDLESS OF WHEN THE HAZARDOUS SUBSTANCE OR OCCURRENCE IS DISCOVERED OR OCCURS.** Customer may not enter into any settlement or consent to any judgment without the prior written approval of each indemnitee. This Section 7 shall survive termination or expiration of this Agreement for any reason.

## **8. LIMITATION OF LIABILITY**

**NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, (I) IN NO EVENT WILL HONEYWELL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, STATUTORY, OR INDIRECT DAMAGES, LOSS OF PROFITS, REVENUES, OR USE, OR THE LOSS OR CORRUPTION OF DATA OR UNAUTHORIZED ACCESS TO OR USE OR MISAPPROPRIATION OF DATA BY THIRD PARTIES, EVEN IF INFORMED OF THE POSSIBILITY OF ANY OF THE FOREGOING, AND (II) THE AGGREGATE LIABILITY OF HONEYWELL FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL IN NO CASE EXCEED THE PRICE. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, INDEMNITY, WARRANTY, TORT, OPERATION OF LAW, OR OTHERWISE.**

## **9. EXCUSABLE DELAYS**

Honeywell shall not be liable for damages caused by delay or interruption in Services due to fire, flood, corrosive substances in the air, strike, lockout, dispute with workmen, inability to obtain material or services, commotion, war, acts of God, the presence of Hazardous Substances or Mold, or any other cause beyond Honeywell's reasonable control. Should any part of the system or any Equipment be damaged by fire, water, lightning, acts of God, the presence of Hazardous Substances or Mold, third parties, or any other cause beyond the control of Honeywell, any repairs or replacement shall be paid for by Customer. In the event of any such delay, date of shipment or performance shall be extended by a period equal to the time lost by reason of such delay, and Honeywell shall be entitled to recover from Customer its reasonable costs, overhead, and profit arising from such delay.

## **10. PATENT INDEMNITY**

**10.1** Honeywell shall, at its expense, defend or, at its option, settle any suit that may be instituted against Customer for alleged infringement of any United States patents related to the hardware or software manufactured and provided by Honeywell under this Agreement ("the equipment"), provided that a) such alleged infringement consists only in the use of such equipment by itself and not as part of, or in combination with, any other devices, parts or software not provided by Honeywell hereunder, b) Customer gives Honeywell immediate notice in writing of any such suit and permits Honeywell, through counsel of its choice, to answer the charge of infringement and defend such suit, and c) Customer gives Honeywell all needed information, assistance and authority, at Honeywell's expense, to enable Honeywell to defend such suit.

**10.2** If such a suit has occurred, or in Honeywell's opinion is likely to occur, Honeywell may, at its election and expense: a) obtain for Customer the right to continue using such equipment; b) replace, correct or modify it so that it is not infringing; or if neither a) or b) is feasible, then c) remove such equipment and grant Customer a credit therefore, as depreciated.

**10.3** In the case of a final award of damages in any such suit, Honeywell will pay such award. Honeywell shall not, however, be responsible for any settlement made without its written consent.

**10.4 THIS SECTION 10 STATES HONEYWELL'S TOTAL LIABILITY AND CUSTOMER'S SOLE REMEDY FOR ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENT BY THE HARDWARE MANUFACTURED AND PROVIDED BY HONEYWELL HEREUNDER.**

## **11. SOFTWARE LICENSE**

All software provided in connection with this Agreement shall be licensed and not sold. The end user of the software will be required to sign a license agreement with provisions limiting use of the software to the equipment provided under these specifications, limiting copying, preserving confidentiality, and prohibiting transfer to a third party. Licenses of this type are standard for computer-based equipment of the type covered by this Agreement. Customer shall be expected to grant Honeywell access to the end user for purposes of obtaining the necessary software license.

## **12. DISPUTE RESOLUTION**

With the exception of any controversy or claim arising out of or related to the installation, monitoring, and/or maintenance of fire and/or security systems, the Parties agree that any controversy or claim between Honeywell and Customer arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in a neutral venue, conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. Any award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Any controversy or claim arising out of or related to the installation, monitoring, and/or maintenance of systems associated with security and/or the detection of, and/or reduction of risk of loss associated with fire shall be resolved in a court of competent jurisdiction.

## **13. ACCEPTANCE OF THE CONTRACT**

This proposal and the pages attached shall become an Agreement upon signature above by Honeywell and Customer. The terms and conditions are expressly limited to the provisions hereof, including Honeywell's General Terms and Conditions attached hereto, notwithstanding receipt of, or acknowledgment by, Honeywell of any purchase order, specification, or other document issued by Customer. Any additional or different terms set forth or referenced in Customer's purchase order are hereby objected to by Honeywell and shall be deemed a material alteration of these terms and shall not be a part of any resulting order.

## **14. MISCELLANEOUS**

**14.1** This Agreement represents the entire Agreement between Customer and Honeywell for the Work described herein and supersedes all prior negotiations, representations or Agreements between the Parties related to the work described herein.

**14.2** None of the provisions of this Agreement shall be modified, altered, changed or voided by any subsequent Purchase Order or other document unilaterally issued by Customer that relates to the subject matter of this Agreement. This Agreement may be amended only by written instrument signed by both Parties.

**14.3** This Agreement shall be governed by the law of the State where the work is to be performed.

**14.4** Any provision or part of this Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Honeywell and Customer, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**14.5** Customer may not assign its rights or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of Honeywell. Honeywell may assign its right to receive payment to a third party.

## **15. TERMS OF PAYMENT**

Subject to Honeywell's approval of Customer's credit, payment terms are as follows:

**Progress Payments** - Honeywell will invoice at least monthly for all materials delivered to the job site or to an off-site storage facility and for all installation, labor, and services performed, both on and off the job site. Customer agrees to pay the full amounts invoiced, less retainage, upon receipt of the invoice at the address specified by the Customer. Invoices not paid within thirty (30) days of the invoice date are past due and accrue interest from the invoice date to the date of payment at the rate of one percent (1%) per month, compounded monthly, or the highest legal rate then allowed.

**Retainage** - Customer shall not withhold, as retainage, a greater percentage than is withheld from Customer under a prime contract, if applicable. Customer shall pay all retainage to Honeywell within 30 days after Honeywell's work is substantially complete.

**Suspension of work** - If Honeywell, having performed work per Agreement requirements, does not receive payment within thirty (30) days after submission of a Honeywell invoice, Honeywell may suspend work until Customer provides remedy.

## **16. WORK BY OTHERS**

**16.1** Unless otherwise indicated, the following items are to be furnished and installed by others: electric wiring and accessories, all in-line devices (including but not limited to flow tubes, hand valves, orifice plates, orifice flanges, etc.), pipe and pipe penetrations including flanges for mounting pressure and level transmitters, temperature sensors, vacuum breakers, gauge glasses, water columns, equipment foundations, riggings, steam tracings, and all other items and work of like nature. Automatic valve bodies and dampers furnished by Honeywell are to be installed by others.

**16.2** Services Honeywell will provide under this Agreement specifically exclude professional services which constitute the practice of architecture or engineering unless specifically set forth in the Scope of Work. Customer or Owner will specify all performance and design criteria that Honeywell will follow in performing Work under this Agreement. If professional design services or certifications by a design professional related to systems, materials, or equipment is required, such services and certifications are the responsibility of others. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Honeywell and its agents and employees from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees, that in any way result from or arise under breach of the representations in this Section 16. This indemnification shall survive termination of this Agreement for whatever reason. Nothing in this Section 16 shall be construed to require that Customer indemnify and hold harmless Honeywell from claims and costs resulting from Honeywell's negligent actions or willful misconduct.

## **17. DELIVERY**

Delivery of equipment not agreed on the face hereof to be installed by or with the assistance of Honeywell shall be F.O.B. at Honeywell's factory, warehouse, or office selected by Honeywell. Delivery of equipment agreed on the face hereof to be installed by or with the assistance of Honeywell shall be C.I.F. at site of installation.

## **18. DAMAGE OR LOSS**

Honeywell shall not be liable for damage to or loss of equipment and software after delivery to destination determined by this Agreement or any applicable prime contract. If thereafter, and prior to payment in full to Honeywell by Customer, any such equipment or software is damaged or destroyed by any cause whatsoever, other than by the fault of Honeywell, the Customer agrees promptly to pay or reimburse Honeywell for such loss.

## **19. TERMINATION**

**19.1** By Customer. Customer may terminate this Agreement for cause if Honeywell defaults in the performance of any material term of this Agreement, or fails or neglects to carry forward the Work in accordance with this Agreement, after giving Honeywell written notice of its intent to terminate. If Honeywell has not, within seven (7) business days after receipt of such notice, acted to remedy and make good such deficiencies, Customer may terminate this Agreement and take possession of the site together with all materials thereon, and move to complete the Work itself expeditiously. Upon request of Honeywell, Customer will furnish to Honeywell a detailed accounting of the costs incurred by Customer in finishing the Work. If the unpaid balance of the contract price exceeds the expense of finishing the Work, the excess shall be paid to Honeywell, but if the expense exceeds the unpaid balance, Honeywell shall pay the difference to Customer.

**19.2** By Honeywell. Honeywell may terminate this Agreement for cause (including, but not limited to, Customer's failure to make payments as agreed herein) after giving Customer written notice of its intent to terminate. If, within seven (7) days following receipt of such notice, Customer fails to make the payments then due, or otherwise fails to cure or perform its obligations, Honeywell may, by written notice to Customer, terminate this Agreement and recover from Customer payment for Work executed and for losses sustained for materials, tools, construction equipment and machinery, including but not limited to, reasonable overhead, profit and applicable damages.

## **20. CHANGES IN THE WORK**

**20.1** A Change Order is a written order signed by Customer and Honeywell authorizing a change in the Work or adjustment in the price or a change to the schedule.

**20.2** Customer may request Honeywell to submit proposals for changes in the Work, subject to acceptance by Honeywell. If Customer chooses to proceed, such changes in the Work will be authorized by a Change Order. Unless otherwise specifically agreed to in writing by both parties, if Honeywell submits a proposal pursuant to such request but Customer chooses not to proceed, Customer shall issue a Change Order to reimburse Honeywell for any and all costs incurred in preparing the proposal.

**20.3** Honeywell may make a written request to Customer to modify this Agreement based on the receipt of, or the discovery of, information that that Honeywell believes will cause a change to the scope, price, schedule, level of performance, or other facet of the Agreement. Honeywell will submit its request to Customer within a reasonable time after receipt of, or the discovery of, information that Honeywell believes will cause a change to the scope, price, schedule, level of performance, or other facet of the Agreement. This request shall be submitted by Honeywell before proceeding to execute the Work, except in an emergency endangering life or property, in which case Honeywell shall have the authority to act, in its discretion, to prevent threatened damage, injury or loss. Honeywell's request will include information necessary to substantiate the effect of the change and any impacts to the Work, including any change in schedule or contract price. If Honeywell's request is acceptable to Customer, Customer will issue a Change Order consistent therewith. If Customer and Honeywell cannot agree on the amount of the adjustment in the Price, or the Schedule, it shall be determined pursuant to the Dispute Resolution provisions of this Agreement. Any change in the Price or the Schedule resulting from such claim shall be authorized by Change Order.

## **21. ACCEPTANCE OF THE WORK**

Upon receipt of notice by Honeywell that the Work is ready for final inspection and acceptance, Customer will make such final inspection and issue acceptance within three (3) business days. Acceptance will be in a form provided by Honeywell, stating that to the best of Customer's knowledge, information and belief, and on the basis of Customer's on-site visits and inspections, the Work has been fully completed in accordance with the terms and conditions of this Agreement. If Customer finds the Work unacceptable due to non-compliance with a material element of this Agreement, which non-compliance is due solely to the fault of Honeywell, Customer will notify Honeywell in writing within the three (3) business days setting forth the specific reasons for non-acceptance. Customer agrees that failure to inspect and/or failure to issue proper notice of non-acceptance within three (3) business days shall constitute final acceptance of the Work under this Agreement. Customer further agrees that partial or beneficial use of the Work by Customer or Owner prior to final inspection and acceptance will constitute acceptance of the Work under this Agreement. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Honeywell and its agents and employees from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees, that in any way result from or arise under breach of the representations in this Section 21. This indemnification shall survive termination of this Agreement for whatever reason. Nothing in this Section 21 shall be construed to require that Customer indemnify and hold harmless Honeywell from claims and costs resulting from Honeywell's negligent actions or willful misconduct.

## **22. DEFINITIONS**

**22.1** "Hazardous substance" includes all of the following, and any by-product of or from any of the following, whether naturally occurring or manufactured, in quantities, conditions or concentrations that have, are alleged to have, or are believed to have an adverse effect on human health, habitability of a Site, or the environment: (a) any dangerous, hazardous or toxic pollutant, contaminant, chemical, material or substance defined as hazardous or toxic or as a pollutant or contaminant under state or federal law, and (b) any petroleum product, nuclear fuel or material, carcinogen, asbestos, urea formaldehyde, foamed-in-place insulation, polychlorinated biphenyl (PCBs), and (c) any other chemical or biological material or organism, that has, is alleged to have, or is believed to have an adverse effect on human health, habitability of a Site, or the environment.

**22.2** "Mold" means any type or form of fungus or biological material or agent, including mold, mildew, moisture, yeast and mushrooms, and any mycotoxins, spores, scents, or by-products produced or released by any of the foregoing. This includes any related or any such conditions caused by third parties.

**22.3** "Covered Equipment" means the equipment covered by the Services to be performed by Honeywell under this Agreement, and is limited to the equipment included in the respective work scope attachments.

# Commissioning Services Proposal

Prospect Heights School District 23  
Phase 3 HVAC Retrofit  
Sullivan and Ross Schools

January 21, 2021

January 21, 2021

Brian Rominski  
Director of Buildings and Grounds  
Prospect Heights School District 23

**Re: School District 23, Phase 3 HVAC Retrofit – Sullivan and Ross Schools**

Dear Mr. Rominski:

Per your recent communications with Mandeep Singh of our office, E Cube is pleased to present its proposal to provide retro-commissioning services for the Prospect Heights School District 23 Phase 3 HVAC Retrofit project. Leveraging our recent work on this campus, E Cube aims to provide the same high-quality services and project team for this next phase.

Specifically, we will be using:

- Tom Vannatta, CPMP, HCC, LEED-AP – Senior PM / Technical Authority – 30 years' experience
- Mandeep Singh, CCP, LEED-AP – Project Manager – 25 years' experience
- Jim Radzienda – Assistant Project Manager / Commissioning Specialist – 35 years' experience
- Jason Hendrixson, P.E., CCP, LEED-AP – Project Engineer – 10 years' experience
- Chuck Cusak and Mike Romito – Commissioning Specialists – 20-30 years' experience

Mandeep Singh will be the main point of contact. He is well regarded for his ability to lead teams. Under his leadership, each team member will be aware of the project's status and progress, providing depth of knowledge and flexible client support. We are committed to providing reliable, efficient, high-quality services, focused on achieving your goals and encouraging the same in our colleagues.

Thank you for considering E Cube for this project. Please feel free to contact us if you have any questions or concerns. We are happy to tailor this proposal to meet your needs and budgets as this process moves forward. We look forward to the possibility of once again assisting School District 23.

Sincerely,



Joseph P. Havey, CEM®, MS RECM, RPA®, FMA®, SMA®, LEED® AP  
Chief Executive Officer

## Table of Contents

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Scope of Work.....	3
Schedule .....	4
Fee Summary.....	4
Assumptions and Clarifications .....	5
Approval .....	7

# Scope of Work

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## Project Understanding

We understand this project continues HVAC retrofit work from summer 2020. Specifically, additional HVAC retrofits are to be completed for several heat pump fan-coil units and 3 rooftop units. All equipment is located within the Ross and Sullivan schools. The project is intended to be complete by Aug 2021.

## Base Services

Our understanding of the scope of commissioning services is to review design documents and review installation and operation of new equipment and systems included in the design documents order to provide a high level of confidence these systems perform according to the new design intent.

The scope of services does not include any work, troubleshooting, analysis, etc. associated with existing systems: geothermal loop (piping, water quality, performance, etc.), associated pumps and any other existing-to-remain equipment. E Cube is not liable for any pre-existing conditions on this project.

The following is a list of commissioning tasks that will be completed for this project.

### Task Description

#### Design Phase

- Review Design Documents and issue a design review report with relevant comments. Provide one back-check to help ensure incorporation of comments in one subsequent design document set.
- Attend up to two, 1-hour design phase meetings.
- Develop Commissioning Specifications to be inserted into the bid documents by the design team
- Develop a Commissioning Plan

#### Construction Phase

- Coordinate and execute the Commissioning Process
- Update and expand the Commissioning Plan
- Conduct a Commissioning Kick-Off meeting at the beginning of the construction phase
- Conduct periodic commissioning meetings (maximum once a month)
- Review submittals for systems/equipment under the scope of work
- Maintain a master issues log (Field Observation Notes). Distribute regularly.
- Maintain a Commissioning Status Report. Distribute regularly.
- Develop and complete Commissioning Pre-Functional Checklists. Conduct Pre-functional (installation verification) procedures.
- Review and witness a portion of contractor startup of major equipment.
- Conduct a 10% random sample review of BAS point-to-point testing results. Installing contractor to complete 100% testing prior to this review.
- Conduct a 10% random sample review of Test and Balance results. Installing contractor to complete 100% testing prior to this review.
- Develop Functional Checklists and conduct Functional Procedures with assistance from installing contractors.
- Develop a final Commissioning Report

## Base Systems and Equipment

The following systems and equipment will be included in the scope of work, based on the January 7, 2021 bid package provided by District 23.

The goal is to review a representative sample of each type of unit to evaluate proper installation and performance. This scope does not constitute an exhaustive effort to review all installed equipment / systems and spaces served.

*Please note: For most packaged equipment with integral (local) controls, assistance from manufacturer's controls technicians will be needed in order to gain access to and manipulate these controls for the purposes of testing. Installing contractor shall procure services from the appropriate parties to complete this work.*

### Total for Sullivan and Ross Schools

Description	Total Quantity	Sampling Rate	Quantity to be Commissioned
Vertical Cabinet Heat Pumps (Bard)	N/A	N/A	N/A
Vertical & Horizontal Heat Pumps	29	25%	8
Electric Duct Booster Heaters	19	25%	5
HW Reheat Coils	2	100%	2
Ceiling Mounted De-humidifiers	3	100%	3
Rooftop Units	N/A	N/A	N/A

## Schedule

The scope of work and fee estimate is based the following estimated schedule. Please note that any significant changes to this schedule directed by the Owner, may require additional fees, subject to Owner's pre-approval.

Phase	Start	End
• Design Phase		Feb 2021
• Construction Phase	May 2021	Jul 2021
• Final Report:	Sep 2021	Sep 2021

## Fee Summary

### Fee

The following tables summarize our estimated fees for the base scope of work. The values listed are based on a Fixed Fee.

**\$ 24,000      Twenty-Four Thousand Dollars**



### Expenses

E Cube, Inc. makes a point of aggressively managing reimbursable expenses so that project costs may be used for more productive purposes such as additional time on-site working with the contractors. With this goal in mind, we re-allocate any remaining expense budgets to additional field time as appropriate. Expenses will be billed at their direct cost with no markup and are included in the Fee Summary above.

### Rates

The following rates will be used for tasks included in the scope of work on this project.

Staff Position	Staff Name	2019	2020	2021	2022	2023
Principals, Project Executives	Joe Havey Leonard Rozek	\$224	\$233	\$242	\$252	\$262
VPs, Senior Associates	Tom Vannatta Mandeep Singh Trey King Dave Anderson Sub-Consultants	\$194	\$202	\$210	\$218	\$227
PMs, Associates, Senior Engineers	Jason Hendrixson Matt Worthington Jim Radzienda Mike Romito Steve Guinard Chuck Cusak	\$165	\$172	\$179	\$186	\$193
Staff Engineers & Analyst, Level III	Tally Metzger	\$158	\$164	\$171	\$177	\$184
Staff Engineers & Analyst, Level II	Terrell Thomas	\$150	\$156	\$162	\$169	\$176
Staff Engineers & Analyst, Level I	Catherine Dressler Brandon Black	\$104	\$108	\$112	\$116	\$121
Project Resource Manager	Jody Baca John Magnuson	\$75	\$78	\$81	\$84	\$88

## Assumptions and Clarifications

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### General

1. E Cube is an independent Commissioning Authority (CxA), not the project Engineer of Record (EOR) or Construction Manager (CM). As such, E Cube is not responsible for design concept, design criteria, system sizing, compliance with codes, design or construction scheduling, cost estimating or construction management.
2. This quotation does not include MEP coordination. Coordination of MEP trades including items such as planning for contractor testing, startup and operation, balancing etc. as well as any related scheduling, meetings, and communications necessary for the same shall be by the General Contractor.
3. This quotation is based on the currently available construction schedule, specifications and plans provided by the Owner/Construction Team.
4. An addition of equipment or an increase in complexity to the scope (after approved Cx contract) shall result in an incremental increase in commissioning fees, subject to owner’s pre-approval.
5. The scope of services does not include any work, troubleshooting, analysis, etc. associated with existing

systems: geothermal loop (piping, water quality, performance, etc.), associated pumps and any other existing-to-remain equipment. E Cube is not liable for any pre-existing conditions on this project.

## Design Phase

1. This quotation assumes design documents are provided at a level of completeness appropriate for the given phase of design (i.e. SD, DD, CD). Any additional reviews required as a result of incomplete documents shall be at an additional cost. Such occurrences shall be presented to the Owner for approval prior to proceeding with work.
2. Design review services described in this proposal do not constitute a peer review. As such, review/verification of system sizing, loads, etc. are not included in the scope of work.

## Construction Phase

1. E Cube is not responsible for any construction means and methods, site safety, or site security.
2. E Cube will not authorize and/or approve any changes in construction schedule, cost (including change-orders), or contractual requirements, and has no contractual authority to do so.
3. E Cube is not responsible for schedule impacts due to incomplete systems or unforeseen problems or delays.
4. Construction Team shall coordinate meeting invites, attendance, participation from their subcontractors.
5. This quotation is based on equipment vendors (including owner supplied equipment) planning for, performing, and properly documenting the results of their respective factory-prescribed start-up procedures.
6. Functional procedures will be started upon systems being ready. This shall require written notice from Construction Team. **Systems that are not ready for successful completion of functional procedures after being represented as ready by the contractor will be subject to additional incurred costs (hourly rate(s), travel and other expenses) if additional work or return visits are required.** These situations will be documented and reported to the Owner/Construction Team for authorization to proceed.
7. This quotation is based on full cooperation from contractors during all commissioning procedures. Contractors shall provide experienced technicians, adequately knowledgeable of the project.
8. The relevant contractors shall provide any special / proprietary tools, test equipment and software as necessary during the commissioning process and/or as required by the commissioning specifications.
9. This quotation is contingent upon providing E Cube with no-cost access to the Building Automation System operator workstation for local and remote monitoring. Appropriate login ID's and passwords shall be provided by the BAS contractor to allow for complete monitoring and commissioning. Web-based access is acceptable and often preferred.
10. Should specialty data logging information be desired (particularly medium voltage electric values and/or power quality event recording from operating equipment), E Cube will notify Owner/Construction Team as soon as possible and will proceed only after obtaining authorization for any additional cost.
11. Once deficiencies are noted, reported and commented on and the responsible parties have provided written notification that the deficiencies have been resolved, E Cube will be available at no additional charge for **ONE (1) additional effort to confirm that the deficiencies have been resolved. E Cube's scope does not include further efforts should deficiencies remain unresolved. All work beyond the scope of this proposal will be at an added charge.**

## Fee and Payments

1. This proposed fee is based upon E Cube's interpretation of the project's needs and our estimation of the required level of effort in person-hours and trips to the project site. This is based on our experience with adding value to projects of this type. Should you have any questions or concerns regarding our interpretation of the desired scope of services, please do not hesitate to contact us to discuss these matters.
2. Payment Terms: E Cube will invoice monthly, net 30 without retainage for labor and expenses for that month. E Cube will supply the standard AIA G702 and G703 forms with each invoice. Invoices that are not paid in full after 60 days will bear a 1 ½ % late charge against all outstanding balances until paid in full.
3. Reasonable and normal reimbursable expenses including long distance calls, printing, reproduction, shipping, equipment rental, and mileage expenses, will be billed at their direct cost with no markup, and are estimated in

this document. Project-related expenses will be itemized and invoiced at direct cost. Vehicle charges will be invoiced at \$0.545/mile for project-related travel in 2018 or IRS approved rate, whichever is lower

## Approval

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### Submitted by:

Company: E Cube, Inc.  
 Date: January 21, 2021  
 Authorized Agent: Joseph Havey, CEM®, MS RECM, RPA®, FMA®, SMA®, LEED® AP  
 Title: CEO



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### Signature

Offer is good for 90 days from date of proposal

### Approved by:

Company: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Authorized Agent: \_\_\_\_\_  
 Title: \_\_\_\_\_

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### Signature