

March 11, 2026

Jimmie J. Zhou, PE, TE
Associate Engineer, City of San Pablo Public Works
1000 Gateway Avenue
San Pablo, CA 94806

Subject: San Pablo Senior Center – Equipment Procurement.

Dear Jimmie,

We appreciate the opportunity to provide you with a proposal and pricing to procure equipment for future project at 1943 Church Ln, San Pablo. The following scope of work is to be performed on straight time.

MECHANICAL SCOPE OF WORK:

ACCO includes the following scope of work:

- Purchase three (3) new Heat Pump LG units and deliver to job site.
 - (3) M#ZRUM060GSS0, 5 Ton Outdoor CU, 208V/ 1Ph/ 60Hzo Unit – R32 Refrigerant.
 - (3) M#ZRNU543NCAA 5.0 Ton Vertical/Horizontal Air Handler Fan Coil Indoor Unit
 - (3) PREMTBVC2 BACnet Capable Tstats
- Deliver equipment to jobsite.
- This proposal DOES NOT include labor.

CLARIFICATIONS:

- Equipment is currently **IN STOCK**. Allow 2 weeks for shipment.
- This proposal is based upon a consistent and even flow of work, without multiple mobilizations, once a schedule has been set.
- ACCO assumes unimpeded access to the area of work.
- ACCO typically meets all insurance requirements, and can forward all job-specific documentation upon award from our provider (AON).
- ACCO assumes that all existing controls are in proper working order and compatible with new unit including thermostats. This proposal does not include new control system, only disconnect and reconnect.
- ACCO will pass on equipment warranty from manufacturer. No additional warranty from ACCO is included in this proposal.



Mechanical Services
5890 Owens Drive
Pleasanton, CA 94588
510 346 4300

EXCLUSIONS:

- This proposal excludes any labor.
- After hours delivery.
- Any labor or materials not specifically mentioned in this proposal

PRICING:

The following pricing is contingent on all scopes being acceptable at the same time. Pricing may be affected should partial scope be accepted and the ACCO project manager should be contacted for updates to the proposal and pricing.

Equipment..... \$ 32,362.00

This proposal supersedes any previous versions. Pricing can be considered firm for thirty (30) days from the date of this proposal. If you have any questions please don't hesitate to call.

Respectfully,
ACCO Engineered Systems, Inc.

Bryden Connel
Project Manager
(925) 993-7348 Cell
bconnel@accoes.com

Terms and Conditions

1. All work shall be performed during normal working hours unless otherwise stated herein.

2. ACCO Engineered Systems agrees to maintain in full force and effect a Workmen's Compensation Insurance policy and a Comprehensive Liability Insurance policy in substantial amounts to protect all parties to this agreement, furnishing certificates of insurance, if required by Buyer.

3. Buyer shall prepare the premises to permit free movement and erection of materials, providing necessary openings, supports, cutting, patching, necessary public utility and steam services, and pay all fees in accordance with codes and ordinances unless otherwise indicated in this Bid Contract.

4. In the event that the Seller encounters any asbestos product or material in the course of performing its work, the Seller shall have the right to immediately discontinue its work and remove its employees from the project, or that portion of the project wherein such product or materials were encountered, until such time as any hazards connected therewith are abated, encapsulated or removed and/or it is determined that no hazard exists; further, Seller shall receive an extension of time to complete its work and compensation for delays encountered and compensation for any change in the sequence of method or its work occasioned as a consequence of said encounter.

5. ACCO Engineered Systems extends manufacturer's standard warranties on all new equipment, misuse or abuse excepted, for a period not to exceed one year from date of first beneficial use, which shall be defined as the Start-up Date. ACCO Engineered Systems guarantees most, but not all, repaired materials, parts and labor for a period of ninety (90) days from the date of first beneficial use. There are no warranties, expressed or implied, other than the above unless so noted herein.

Seller shall not be liable for any consequential damages including, but not limited to, liquidated damages, loss of rent, interest expense, extended overhead or any other delay damages of any kind, nature or description. It is expressly understood and agreed that the only liability of Seller is to replace defective workmanship or material as herein above set forth.

6. ACCO Engineered Systems will not replace any refrigerant loss caused by defects in the equipment, material, parts, or workmanship furnished under this contract. Replacement of refrigerant due to failure or defects of items furnished by Seller is not included as a part of this agreement.

7. ACCO Engineered Systems shall not be liable for the corrosive or erosive action of liquids and/or gases upon the equipment specified and no part of such equipment shall be deemed defective by reason of its failure to resist physical or chemical action of such elements or items upon such equipment.

8. This agreement shall not be binding until duly accepted by an authorized officer of ACCO Engineered Systems. No person has authority to make or claim any representation, warranty, term, promise, or condition, expressed or implied, statutory or otherwise, which is not expressed herein. This agreement constitutes the entire agreement between the parties and supersedes and revokes any previous agreement, written or oral, with respect to the labor and equipment covered hereby and may not be amended or modified except in writing executed by the parties hereto.

9. Under no circumstances shall the liability of Seller arising out of the sale or erection of the equipment hereunder, or arising out of its use, whether on warranties or otherwise, in any case exceed the lesser of the following: (a) Cost of correcting defects in the equipment or workmanship; or (b) the difference in value between the installation as installed and the cost of the original installation thereof, if installed strictly as in the contract documents set forth. And in no event shall any claims be made by either party against the other for consequential damages.

10. The Seller shall not be bound by any plans and specifications or conditions, existing or otherwise, that have not been presented to or delivered to it for the purpose of submitting this bid, nor shall the Seller be bound by any city ordinances, State laws or other governmental regulations not in effect at the time of submitting this bid, or which had become obsolete and which no longer was enforced by such public body enacting the same.

11. The Seller shall be excused for any delay in completion of this Bid Contract caused by acts of God, including but not limited to, wind, rain, flood, storm, landslide, subsidence and earthquake; acts of neglect of owner or architect or by any employee or agent of either; acts of neglect of separate contractors employed by owner; acts of public utilities or governmental or public bodies or their agents; material shortages; labor trouble, labor slowdowns; strikes; union activity causing a reduction in productivity; fire; casualty; delay in transportation; changes ordered in the work; failure of Buyer to make payments to Seller as required under this Bid Contract, or other causes beyond the reasonable control of Seller, any of which shall automatically entitle Seller to reasonable or necessary extensions of the completion date of the work and to an equitable adjustment of the contract price to compensate Seller for all costs and expenses of additional labor, service, equipment or material and extended overhead resulting from any such delay.

If any of the materials specified are not readily available, the Seller may substitute equally efficient materials or fixtures of generally similar character in lieu of the equipment, materials or fixtures specified, and it shall allow any differential between the original cost of the materials specified and the materials furnished.

In the event of inability to obtain labor at union scale or without paying a premium above such scale, Seller may delay performance until same shall be obtainable without premium payment or at the option of the Buyer the latter may require the use of materials or labor requiring the payment of such excess cost, but upon condition that the Buyer shall pay such excess

12. No additional work will be performed unless it is authorized in writing by the Buyer. If the Buyer refuses to sign a written work authorization or change order for the extra work, Seller reserves the right to refuse to perform the extra work.

13. Should either party hereto bring suit in court to enforce the terms hereof, any judgment awarded shall include court costs and reasonable attorney's fees to the successful party.

14. Seller assumes no responsibility for the design on those jobs where Seller prepares working or shop drawings from designs furnished by others. Seller assumes no responsibility whatsoever for design or operative end result under any contract unless there is affirmatively stated on the obverse side of this Bid Contract, a direct undertaking on Seller's part so to do.

15. Seller may suspend further performance under this Bid Contract upon three (3) days written notice to the Buyer in the event the Buyer is in breach of this Bid Contract for breach other than non-payment. Notice need not be given if work is suspended due to non-payment or due to the failure of the Buyer to pay for change orders as provided herein. In the event Seller elects to suspend performance, Seller shall be entitled to remobilization costs, including profit and overhead, upon the Buyer bringing payments current or issuing proper change orders for extra work. Such costs will equal actual losses sustained by Seller in terminating and restarting work.

16. This contract is entered into upon the understanding that in the prosecution of any work herein specified Seller will be allowed sufficient time for the performance of said work on the basis of a normal eight-hour day, and in the event that Buyer or any subcontractor require Seller to perform such labor on an overtime basis, then such additional expense of every kind and character as Seller may be required to incur on account of said overtime labor, shall constitute an additional charge herein.

17. It is agreed that Buyer is to provide without cost to Seller, proper hoisting conveyances and scaffolding (including the use of engineer) at times so as to not delay Seller's part of the work, unless otherwise indicated in this proposal.

18. Any loss or damage to Seller's work, materials or equipment occurring at the site of the project occasioned by fire, flood, earthquake, windstorm, riot or civil commotion shall be protected by Builders Risk Insurance procured by the contractor or owner without cost to Seller and Seller shall receive a proportionate share of the amount of any payment loss under any such policy or policies according as Seller's interest may appear.

19. Notwithstanding any provision in the plans, specifications, contract between prime contractor and owner, general conditions, or any contract documents executed by and between contractor and owner having to do with the subject now stated, Seller shall not be liable for the cost of correcting defects occasioned by the acts or omissions of employees of other subcontractors, the prime contractor, owner or any segregated contractor, to work performed by Seller. Before Seller proceeds with any corrective work to repair such damage, the prime contractor, or other person contracting with Seller in this Bid Contract, shall give Seller an unqualified instruction to proceed with the work upon their responsibility to compensate Seller therefore as an extra.

20. The Seller expressly reserves the right to assign all or any portion of its rights and/or duties under this Bid Contract with or without notice to the Buyer herein.

21. In the event of a conflict between the terms and conditions of this Bid Contract and terms and conditions stated in the plans and specifications, or any other contract document, including the prime contract between owner and prime contractor, the terms of this Bid Contract shall govern.

22. If, in Seller's opinion, Buyer's credit becomes impaired, Seller may, at its option, suspend work and deliveries under this contract until it has received full settlement or security for services rendered and is satisfied as to Buyer's credit for further shipments. If Buyer fails or refuses to make such payment, or give such security, then the full amount due under this contract at such time, for labor and material and/or equipment furnished shall immediately become due and payable and Seller shall have the right and the option to terminate this agreement. In the event that a suspension of this contract is required because of Buyer's doubtful credit, an extension of the time fixed for the performance of this contract equal to the time of such suspension, shall automatically occur. If legal action is filed to effect collection of any sums due hereunder, Seller shall be entitled to reasonable attorney fees in addition to all other damages found to be due hereunder.