



November 29, 2023

Jonathan Arevalo

Altadena Library District

600 E Mariposa Street

Altadena, CA 91001

**Subject: ACCOCare™ Maintenance**

**Altadena Library District**

Dear Mr. Arevalo:

ACCO Engineered Systems is proud of the opportunity to submit this proposal for a Preventative Maintenance contract with the Altadena Library District. Our proposal for **ACCOCare** Maintenance includes maintenance at both the Altadena Main Library and Bob Lucas Memorial Library. By selecting ACCO as your mechanical provider, you will have at your disposal the largest mechanical service, engineering, and construction company in Southern California with over 5,000 employees and \$1.95 Billion in Revenues.

As part of the preventive maintenance package, ACCO will perform in-depth inspections per manufacturer suggestions and provide diagnoses of the systems included in this agreement. At the conclusion of each inspection a detailed report of our findings will be forwarded to you highlighting any condition operating outside of specified parameters along with recommendations for remedies. ACCO will also perform equipment tests to determine operating condition and ensure efficiency. We will also perform air filter changes as need to maintain appropriate indoor air. ACCO agrees to the listed Preventative Maintenance items listed within the RFP but does have one exception, which will be addressed in a subsequent letter attached to this proposal.

For ACCO contract customers only, during normal operating hours (6 a.m. to 4 p.m., Monday through Friday), our response time for service calls is two hours. During after hours, Saturday, Sunday, and holidays our response time is four hours.

Under this proposal, ACCO will be performing the preventive maintenance tasks as outlined in Scope of Work every quarter for a total of four (4) visits per year. ACCO's contract price for this service is \$25,875.22 per year.

We look forward to serving you. If you have any questions or concerns, please do not hesitate to contact me at (818) 730-9572 or [tsamuels@accoes.com](mailto:tsamuels@accoes.com).

- **(DIR) number: 1000000546**
- **CA Contractors # (C-20): 120696**
  - **Expiration Date: 12/31/2023**

Sincerely,

ACCO Engineered Systems (DIR: 1000000546)

TreVaughn Samuels

Project Engineer

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**HVAC Preventative Maintenance and Unexpected Repair**



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## SECTION I – EXPERIENCE

### **ACCO Engineered Systems**

*888 E. Walnut Street*

*Pasadena, California 91101*

Office: (818) 244-6571

Service: (800) 998-2226

### **Company Representatives:**

- Patrick Shade (Project Manager)
- TreVaughn Samuels (Project Engineer)

### **Experience:**

ACCO Engineered systems has over 85 years of experience in the design, installation and maintenance of commercial and industrial HVAC, refrigeration, plumbing, and building automation systems. ACCO has performed services in a variety of industries, including commercial office space, municipalities, medical/healthcare centers, manufacturing plants, retail, education, data centers, and high-rise residential. Currently ACCO performs maintenance and/or service repair work for the City of Los Angeles, Arrowhead Regional Medical Center, Los Angeles World Airport, Los Angeles Department of Water and Power and Wonderful Real Estate.

### **References:**

- City of Los Angeles
  - 14832 Raymer Street Van Nuys, CA 91405
  - ACCO currently has various contracts with the City of Los Angeles that include purchasing equipment and parts on behalf of the city, performing preventative maintenance and providing installation and repair labor on HVAC equipment at various locations. The most recent of these contracts was granted to ACCO beginning in April of 2015 and have been renewed yearly. ACCO has provided services to the City of LA from 2004 to the present.
  - The reference contact for City of LA would be Mr. Jason Mousseau, North District Supervisor for the City's General Services Department. His phone number is (213) 923-6125.
- Los Angeles World Airport



- 7301 World Way W. Los Angeles, CA 90045
- ACCO currently has performed service labor on HVAC equipment at LAWA for almost 15 years, and just recently was awarded a Preventative Maintenance agreement. This agreement specifically is to perform maintenance on Bitzer Compressors and Evapco Condenser Units.
- ACCO's point of contact at LAWA is Mr. Richard Yakel, Airport Maintenance Superintendent. Mr. Yakel's contact information is: (424) 646-5800
- Los Angeles Department of Water and Power
  - 433 East Temple Street (Bldg. 5) Los Angeles, CA 90012
  - LADWP and ACCO have had a cooperative purchasing agreement since October of 2019. The terms of this agreement allow LADWP to utilize ACCO in procuring HVAC equipment and material for repairs and installation. This agreement was renewed as recently as September of 2022. In addition, LADWP and ACCO also have a contract for ACCO to perform installation and repair services on LADWP equipment at various locations. This most recent contract was September of 2023.
  - ACCO's point of contact for LADWP would be Mr. Kyle Yonamine, his phone number is: (213) 494-8544.
- Arrowhead Regional Medical Center
  - 400 N. Pepper Avenue Colton, CA 92324
  - ACCO is proud to have a repair and installation contract with ARMC that dates to at least 2015. ACCO currently also has a Preventative Maintenance contract to perform Chiller Maintenance at ARMC. These contracts are from 2015 and are currently in good standing.
  - Our reference for ARMC would be Mr. Brian Mooney, his phone number is (909) 580-0085.
- Wonderful Real Estate
  - 11444 West Olympic Blvd. Los Angeles, CA 90064
  - Wonderful Real Estate has trusted ACCO to perform installation, repairs, and preventative maintenance on their HVAC equipment for about 6 years now. ACCO was awarded the first contract with Wonderful back in 2017 and it has been successfully renewed since.
  - ACCO's point of contact for Wonderful Real Estate is Mr. Amador Vallez, his phone number is (310)795-5690.



**Construction-Related Claims (2018-2022) Against ACCO**

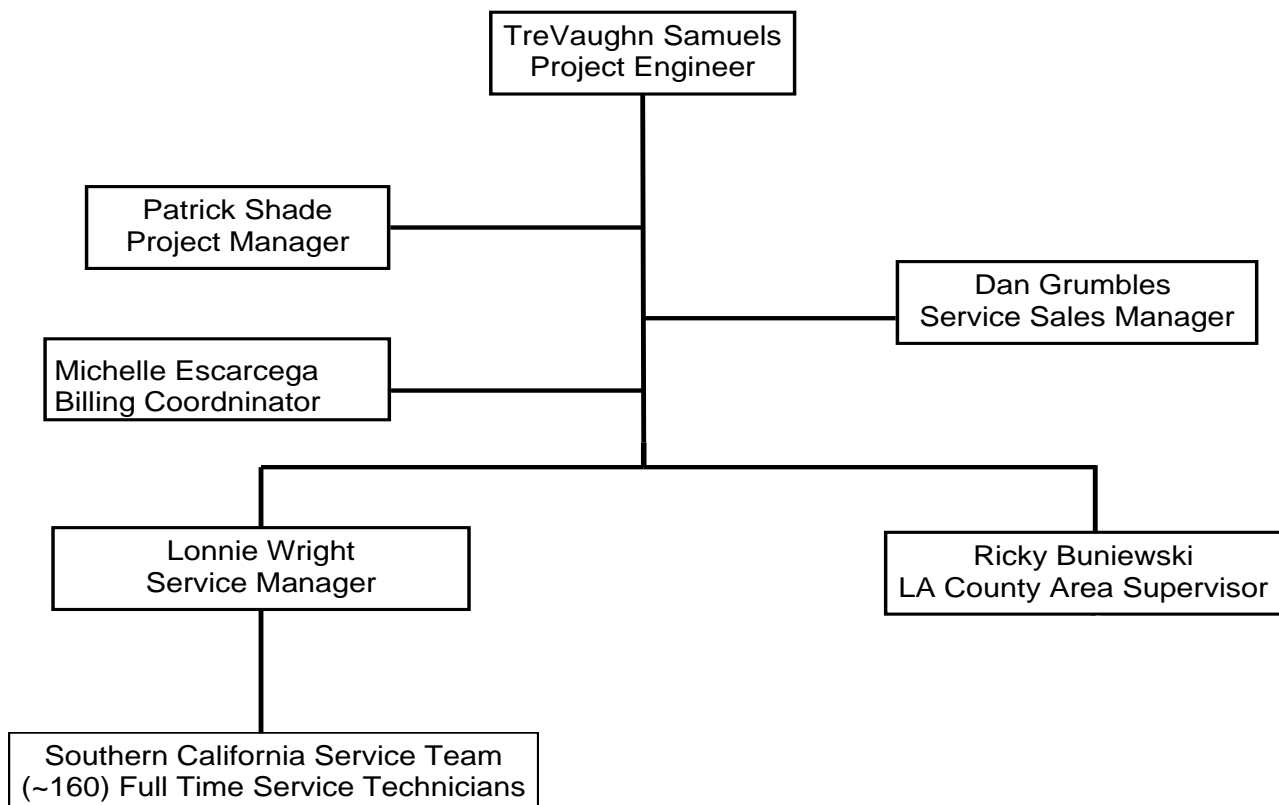
Year	File Date	Case No./Court	Project	Location	Plaintiff	Owner	Description of Claim	Amount of Claim	Resolution
2019	12/19	CVDS 1938757 / San Bernardino County Superior Court	CSUSB Swimming Pool	San Bernardino, CA	Lexington Insurance	CSU San Bernardino	Indemnity alleging installation issues	\$960,456	Confidential Settlement below 50% of initial demand
2019	11/19	CGC-18-569761 / San Francisco County Superior Court	Arterra Mission Bay	San Francisco, CA	Lend Lease	Arterra Mission Bay	Indemnity alleging installation issues on a multi-family condominium project	Confidential	Confidential Settlement below 50% of initial demand
2018	4/18	17CV314037 / Santa Clara	Axis Condos	San Jose, CA	Webcor Builders	Axis HOA	Indemnity alleging installation issues on a multi-family condominium project	\$925,000	Confidential Settlement below 50% of initial demand
2017	11/17	30-2017-00957271-CUCL-CJC / County of Orange	The Waterfront Resort - a Hilton Hotel Expansion	Huntington Beach, CA	Davis/Reed Construction Inc	The Waterfront Hotel, LLC	Indemnity alleging installation issues	TBD	Pending

## SECTION II – PERSONNEL

The Project Organization Chart of this proposal includes ACCO’s tailored project team, dedicated to Altadena Library District to provide the most skilled staffing for specific tasks, including preventative maintenance and repair, equipment installation, and emergency response retrofit and rebuild team along with a project management team that is available 24/7.

- Primary Contacts
  - TreVaughn Samuels - Project Engineer
  - Patrick Shade - Project Manager
- Notable Personnel
  - Richard Buniewski - Field Service Area Supervisor
  - Lonnie Wright - Field Operations Manager
  - Dan Grumbles - Service Sales Manager
  - Michelle Escarcega- Billing Coordinator

### Altadena Library District: Project Team Organization Chart



## TreVaughn Samuels – Project Engineer

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### Experience | Education

2023 - Present	ACCO Engineered Systems, Pasadena, CA <i>Project Engineer</i>
2023 - Present	Mt. San Antonio College, Walnut, CA <i>Air Conditioning &amp; Refrigeration (AIRC 20)</i>
2022 - 2023	North Valley Military Institute, Sun Valley, CA <i>Social Studies Teacher</i>
2021 - 2022	California State University, Northridge, CA <i>Single-Subject Social Studies Teaching Credential</i>
2016-2021	California State Polytechnic University, Pomona, CA <i>Bachelor of Arts in History</i>

### Professional Activities & Certifications

CPR Certification  
First Aid Certification  
AED Certification  
EPA Certification

## Patrick Shade - PROJECT MANAGER

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### Experience | Education

- 2016-Present ACCO Engineered Systems, Glendale, CA / Pasadena, CA  
*Project Engineer / Service Sales Engineer / Project Manager*
- 2009- 2016 ACCO Engineered Systems, Glendale, CA  
*Tradesman / Apprentice / Journeyman Service Technician*
- 2009-2013 UA Local 250, Los Angeles, CA  
*Journeyman - Service Technician*

### Professional Activities & Certifications

- Mitsubishi - Diamond Designer Seminar
- MSCA - Sales Training
- York - Centrifugal Chiller Overhaul Certified
- Johnson Controls - Service Technician Development Program
- Bitzer - A/C Compressor Design Training
- UA STAR Certified
- UA Local 250 Journeyman
- Trane - Rotary Water Cooled Chillers
- Micro Control Systems - Installation and configuration
- EPA Certified



## Daniel Grumbles - SERVICE SALES MANAGER

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### Experience | Education

2019 - present	ACCO Engineered Systems, Pasadena, CA <i>Service Sales Manager</i>
2015 - 2019	ACCO Engineered Systems, Glendale, CA <i>General Service Manager</i>
2004 - 2015	ACCO Engineered Systems, Glendale, CA <i>General Foreman, Area Supervisor, Retrofit Crew</i>
2003 - 2004	ACCO Engineered Systems, Glendale, CA <i>Journeyman</i>
1998 - 2003	ACCO Engineered Systems, Glendale, CA <i>Apprentice</i>
1997 - 1998	ACCO Engineered Systems, Glendale, CA <i>Tradesman</i>
1998 - 2003	Union Local 250 <i>Five-Year Apprenticeship Program</i>
1995 - 1997	Cypress College <i>HVACR Certificate of Completion</i>

### Professional Activities & Certifications

Local 250 General Foreman  
EPA Certificate  
Professional Instructor Development Certificate  
Raypak HI Delta 101 Low NOx Boiler Certificate  
MSCA Service Managers Training Certificate

## Lonnie Wright - SOUTHERN REGIONAL SUPERINTENDENT

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### Experience | Education

- 2015 - present      ACCO Engineered Systems, Glendale, CA  
*General Foreman, Southern Regional Superintendent*
- 2005 - 2010        ACCO Engineered Systems, Glendale, CA  
*Journeyman, Service Department*
- 2000 - 2005        ACCO Engineered Systems, Glendale, CA  
*General Foreman, Start-up Superintendent*
- 1995                Union Local 250  
*Five Year Apprenticeship Program*
- 1989                Practical School, Anaheim, CA  
*Air Conditioning & Refrigeration Certificate*

### Professional Activities & Certifications

- Local 250 - 21 Years
- UA Star Certified
- MSCA Managers Training
- Trane Intellipak Certified
- Raypak Certified
- Carrier Certified
- EPA Certified



### SECTION III – QUALIFICATIONS

November 29, 2023

Altadena Library District

600 E Mariposa Street

Altadena, CA 91001

**Subject: Qualifications**

ACCO has vast experience servicing and maintaining the HVAC equipment at many facilities across the state of California. Some of these include municipality facilities such as city halls, libraries, power plants, and various other building types. Over the years, ACCO has gained a thorough understanding, and met the expectation of timely, efficient service and repairs without disrupting facility operations.

Given that the Altadena Library District (the District) serves the city of Altadena and her 43,000 residents offering a community center and learning environment, it is imperative that the facilities run optimally without interruption. Not only does ACCO understand the specific needs of the District, we also have extensive experience serving similarly important community facilities such as hospitals, clinics, civic centers, community centers and other sensitive facilities throughout the western region and has swiftly adapted to the latest safety procedures (such as with COVID-19) to continue to provide uninterrupted support for these critical facilities.

The ACCO field team has approximately 160 field technicians in the Southern California region alone in addition to a full sheet metal fabrication and installation department, mechanical pipe fabrication and installation department and welders all available 24/7. With a response time of 2 hours or less, Altadena Library District will have the resources they need to quickly address and solve any HVAC related issue.

ACCO proposes to provide comprehensive HVAC service and maintenance on all equipment located in Section III. Subsection 8 B. “HVAC Equipment” of the RFP. ACCO also proposes to abide by the manufacturer recommendations for maintenance and specific maintenance scope of work listed in Section III. Subsection 8 A. “HVAC Equipment” of the RFP. ACCO will adhere to the manufacturer’s recommended operational and comprehensive maintenance schedules and specifications. See attachment “J” for a detailed proposal (scope).

For further questions, please contact the undersigned.

Respectfully,

TreVaughn Samuels

Project Engineer

[tsamuels@accoes.com](mailto:tsamuels@accoes.com)



# ACCOCARE Preventive Maintenance Agreement for Altadena Library District



HVAC SHEET METAL & PIPING • COMMISSIONING • RETRO-COMMISSIONING  
PLUMBING • BUILDING SERVICES • PROCESS PIPING • ENGINEERING  
BIM/3-D MODELING • FABRICATION • BUILDING AUTOMATION SYSTEMS  
INDUSTRIAL CONSTRUCTION & PIPING • ENERGY SERVICES • RIGGING

# ACCOCARE

## HVAC PREVENTIVE MAINTENANCE AGREEMENT FOR Altadena Library District

### ACCOCare

Under the ACCOCare Preventive Maintenance Agreement, our technician(s) will visit your facility to perform scheduled maintenance inspections and services on the listed equipment as per the scope and service frequencies described herein.

### SCOPE OF WORK

#### **VRF SYSTEMS**

##### **VRF CONDENSING UNIT • COIL CLEAN, CONDENSER • ANNUAL-JAN**

- Clean condenser coils.
- Clean up area.

##### **VRF CONDENSING UNIT • VRF CONDENSING UNIT (Routine) • QUARTERLY-MAR**

- Check for excessive noise and vibration.
- Check refrigerant sight glass (if applicable).
- Visual check for refrigerant leaks.
- Visually inspect electrical connections.
- Check operating temperature and pressure controls.
- Verify compressor operation.
- Check condenser fans.
- Inspect reversing valve for operation (if applicable).
- Inspect condenser coil.
- Ensure all access panels are properly secured and all screws are re-installed.

##### **VRF CONDENSING UNIT • VISUAL INSPECTION ONLY • ANNUAL-JAN**

- Visually check general condition of equipment.
- Visually inspect for evidence of leaks. (if applicable)
- Report observations to customer.

##### **VRF CONDENSING UNIT • DIAGNOSTIC INTERFACE • QUARTERLY-MAR**

- Access diagnostic port.
- Utilize OEM proprietary diagnostic tool.
- Run appropriate tests.
- Attach report to work order (if applicable).

##### **VRF CONDENSING UNIT • MEG MOTORS • ANNUAL-JAN**

- Lock out tag out.
- Meggar L1 to ground.
- Meggar L2 to ground.
- Meggar L3 to ground.
- Record meg ohm readings.

## PACKAGE A/C UNITS

### PACKAGE AC UNIT • COIL CLEAN, EVAPORATOR • QUARTERLY-MAR

- Clean evaporator coils.
- Clean up area.

### PACKAGE AC UNIT • PACKAGE AC UNIT (Routine) • QUARTERLY-MAR

- Check evap coil temperature differential.
- Check heat exchanger temperature differential (if water cooled)
- Check for excessive noise and vibration.
- Lubricate motor and fan shaft bearings (as needed).
- Visual check for refrigerant leaks.
- Visual check for water leaks (if water cooled).
- Verify compressor operation.
- Visually inspect electrical connections.
- Inspect VFD for proper operation (if applicable).
- Check economizer setpoints and operation.
- Check operating temperature and pressure controls.
- Check fan(s) operation.
- Check belt tension and adjust as needed (if applicable).
- Inspect Electrical Heat Components for wear and proper operation ( if applicable)
- Inspect gas furnace section for wear and proper operation (if applicable).
- Dispense condensate pan tab(s) as appropriate
- Check operation of condensate pump (if applicable).
- Check condensate P-Trap and purge (as needed).
- Check condition and cleanliness of condensate pan(s).
- Ensure all access panels are properly secured and all screws are re-installed.

### PACKAGE AC UNIT • LEAK CHECK IF >50LBS • ANNUAL-JAN

- Refrigerant leak check system.
- Document report findings and attach AQMD form to work order.

### PACKAGE AC UNIT • OIL ANALYSIS • ANNUAL-JAN

- Obtain oil sample.
- Submit / perform analysis as appropriate.
- Submit report.

### PACKAGE AC UNIT • FILTER REPLACEMENT • QUARTERLY-MAR

- Replace filter, ensure proper fitment.
- Properly dispose of used filter.

#### PACKAGE AC UNIT • COIL CLEAN, CONDENSER • QUARTERLY-MAR

- Clean condenser coils.
- Clean up area.

#### PACKAGE AC UNIT • CONDENSATE PAN CLEANING • ANNUAL-JAN

- Clean condensate pan, check drain system.

#### PACKAGE AC UNIT • MEG MOTORS • ANNUAL-JAN

- Lock out tag out.
- Meggar L1 to ground.
- Meggar L2 to ground.
- Meggar L3 to ground.
- Record meg ohm readings.

#### PACKAGE AC UNIT • SECONDARY FILTER • QUARTERLY-MAR

- Inspect Condition of Secondary Filters.
- Report any need for replacement

#### HEAT PUMP PACKAGE UNIT • COIL CLEAN, EVAPORATOR • QUARTERLY-MAR

- Clean evaporator coils.
- Clean up area.

#### HEAT PUMP PACKAGE UNIT • COIL CLEAN, CONDENSER • QUARTERLY-MAR

- Clean condenser coils.
- Clean up area.

#### HEAT PUMP PACKAGE UNIT • CONDENSATE PAN CLEANING • QUARTERLY-MAR

- Clean condensate pan, check drain system.

#### HEAT PUMP PACKAGE UNIT • HEAT PUMP PACKAGE UNIT (Routine) • QUARTERLY-MAR

- Check evap coil temperature differential.
- Check heat exchanger temperature differential (if water cooled).
- Check for excessive noise and vibration.
- Lubricate motor and fan shaft bearings (as needed).
- Visual check for refrigerant leaks.
- Visual check for water leaks (if water cooled).
- Visually inspect electrical connections.
- Inspect VFD for proper operation (if applicable).
- Check operating temperature and pressure controls.
- Check compressor operation.

- Verify economizer setpoints and operation (if applicable).
- Check fan(s) operation.
- Lubricate motor and fan shaft bearings (as needed).
- Check reversing valve operation.
- Dispense condensate pan tab(s) as appropriate
- Check operation of condensate pump (if applicable).
- Check condensate P-Trap and purge (as needed).
- Check condition and cleanliness of condensate pan(s).
- Ensure all access panels are properly secured and all screws are re-installed.

#### HEAT PUMP PACKAGE UNIT • MEG MOTORS • ANNUAL-JAN

- Lock out tag out.
- Meggar L1 to ground.
- Meggar L2 to ground.
- Meggar L3 to ground.
- Record meg ohm readings.

#### HEAT PUMP PACKAGE UNIT • FILTER REPLACEMENT • QUARTERLY-MAR

- Replace filter, ensure proper fitment.
- Properly dispose of used filter.

### AIR HANDLERS / FANS

#### MINI SPLIT FAN COIL • FILTER REPLACEMENT • ANNUAL-JAN

- Replace filter, ensure proper fitment.
- Properly dispose of used filter.

#### MINI SPLIT FAN COIL • MINI SPLIT FAN COIL (Routine) • QUARTERLY-MAR

- Check evap coil temperature differential.
- Inspect unit condition.
- Check for excessive noise and vibration.
- Clean washable filter as required.
- Lubricate motor and fan shaft bearings (as needed).
- Visual check for leaks.
- Check operating temperature and pressure controls.
- Check fan operation.
- Visually inspect electrical connections.
- Check operation of condensate pump (if applicable).
- Dispense condensate pan tab(s) as appropriate
- Ensure all access panels are properly secured and all screws are re-installed.

#### MINI SPLIT FAN COIL • COIL CLEAN, EVAPORATOR • ANNUAL-JAN

- Clean evaporator coils.
- Clean up area.



## MINI SPLIT FAN COIL • CONDENSATE PAN CLEANING • QUARTERLY-MAR

- Clean condensate pan, check drain system.

## MINI SPLIT FAN COIL • MEG MOTORS • ANNUAL-JAN

- Lock out tag out.
- Meggar L1 to ground.
- Meggar L2 to ground.
- Meggar L3 to ground.
- Record meg ohm readings.

## SYSTEM

### CONTROLS • CONTROLS • ANNUAL-JAN

- Investigate reported problems from trouble log.
- Check control sequence.
- Review the historical log.
- Field sensor verification and calibration spot checks.
- Test hardware communication and function.
- Control program loop evaluation.

## CONDENSING UNITS

### CONDENSER • COIL CLEAN, CONDENSER • ANNUAL-JAN

- Clean condenser coils.
- Clean up area.

### CONDENSER • CONDENSER (Routine) • QUARTERLY-MAR

- Check for excessive noise and vibration.
- Visually inspect electrical connections.
- Inspect condenser coils.
- Visual check for refrigerant leaks.
- Ensure all access panels are properly secured and all screws are re-installed.

## REFRIGERATION

### REFRIGERATION, EVAPORATOR COIL • REFRIGERATION, EVAPORATOR COIL (Routine) • QUARTERLY-MAR

- Check evap coil temperature differential.
- Check for excessive noise and vibration.
- Visually inspect electrical connections.
- Check evap coil for cleanliness.
- Check fans for proper operation.
- Check operation of condensate pump (if applicable).
- Check drain(s).
- Ensure all access panels are properly secured and all screws are re-installed.

### REFRIGERATION, EVAPORATOR COIL • COIL CLEAN, EVAPORATOR • ANNUAL-JAN

- Clean evaporator coils.
- Clean up area.

### REFRIGERATION, EVAPORATOR COIL • VISUAL INSPECTION ONLY • ANNUAL-JAN

- Visually check general condition of equipment.

## ACCO AGREES

1. To perform services as detailed above.
2. To furnish the Customer with a report of any irregularities revealed as a result of the inspection and adjustments. Corrective measures or repairs that are required will be recommended to Customer.
3. To obtain Customer approval before billable repair work is performed.
4. To service only the equipment listed.
5. To report to the person or office designated in writing by Customer. Customer to inform ACCO of changes in personnel.

## EXCLUDED FROM THIS AGREEMENT

1. Service, repair, adjust, clean, or replace parts of any of the following unless specifically included in the Scope: Air balancing; boiler tubes, duct work; cabinet interiors and exteriors; drains which are not a part of the equipment covered by this plan; heating, cooling and condenser coils; electrical wiring and components before and after equipment disconnect; surfaces exposed to air and water as part of the system performance (such as sump pans, evaporative condenser tube bundles, tower and evaporative condenser distributors, panels, fans, shafts, etc.); recording instruments, gauges, and thermometers and building automation/direct digital control systems.
2. All work will be performed on normal working hours unless specifically defined on overtime working hours here.
3. Testing, monitoring, reporting, consulting or making remedies relating to indoor air quality (IAQ).
4. Testing, inspecting, calibrating or adjusting of any building automation/energy management, pneumatic or electronic controls systems or components unless specifically included elsewhere in this agreement.
5. Inspection or functional testing of fire/life safety systems or components.
6. Cleaning of air registers, grilles, ducts, and fans.
7. The cost of repair parts, replacement parts, emergency calls and refrigerant.
8. Visual or physical inspection of building structural components or systems.
9. Labor costs other than that required under the ACCOCare™ agreement.

## ADDITIONAL CONDITIONS

None

# TERMS AND CONDITIONS

## TERMS:

1. The ACCOCare™ service shall commence on 1/1/2024.  
Either party may terminate this agreement by giving the other party thirty (30) days prior written notice.
2. Failure to make payment when due, or impairment of owner's credit, shall relieve ACCO of the obligation of further performance of this agreement.
3. This agreement is subject to annual price escalation after the first year of service.

## PRICING:

The annual price for this agreement will be \$25,875.22.

Customer shall be invoiced 4 times per year in the amount of \$6,468.805.

Fixed hourly Rate of : \$205 per hour.

Projected hours for completion: 118 Hours

## GENERAL CONDITIONS:

1. After first inspection, if any unusual circumstances (i.e. number or type of units, filter type/quantity, access problems, unforeseen obstacles, etc.) are uncovered that require contract pricing modifications, they will be brought to the attention of the Customer.
2. For the convenience of both Customer and ACCO Engineered Systems, Customer will permit ACCO Engineered Systems personnel the use of common building equipment, such as ladders, elevators, etc., together with free and timely access to necessary areas.
3. ACCO Engineered Systems will not be required to remove, replace or alter any part of the building structure in the performance of this agreement.
4. Both Customer and ACCO Engineered Systems agree that all work referred to in this agreement shall be performed during the regular working hours of 7:00 AM to 4:30 PM, Monday through Friday, excluding Holidays.
5. The Customer agrees to make prompt payments. Should a payment become thirty (30) days delinquent, this contract may become null and void at any time thereafter at the option of ACCO, and all moneys owed ACCO will become due upon demand.
6. To assure best performance the Customer should operate the system and all equipment properly and as per manufacturer's instructions. Expenses to ACCO caused by improper operation, negligence, misuse of the equipment, or by any cause beyond the control of ACCO, shall be paid by the Customer.
7. Operational efficiency will be assured if all necessary work is performed or equipment added by qualified ACCO Engineered Systems personnel. In the event of any alterations, additions, adjustments, or repairs by others (unless authorized by ACCO Engineered Systems) ACCO assumes no responsibility and has the option to terminate this agreement.
8. This agreement covers the complete understanding between ACCO and Customer, and shall become a valid contract only when accepted and approved by authorized person for both parties. No verbal representations shall be binding on either party.

9. Any parts that are not available from normal sources in the judgment of ACCO, and which may impair proper operation, may be replaced by ACCO Engineered Systems and paid for by Customer.
10. Loss of business or any delays occasioned by events that ACCO Engineered Systems cannot control, such as strikes, riots, lock-outs, transportation delays, accidents, Acts of God, force majeure or any other cause beyond ACCO Engineered Systems' control shall not be the responsibility of ACCO Engineered Systems.
11. Any item of equipment or labor required by insurance companies, federal, state, municipal or other authorities will not be required to be furnished by ACCO Engineered Systems.
12. ACCO Engineered Systems shall not be responsible for original system design, installation or its performance in maintaining design conditions except through failure of equipment covered herein.
13. Any equipment, material or labor required by insurance companies, federal, state, municipal or other authorities will not be required to be furnished by ACCO.
14. To the extent of California Law, the owner agrees to defend, indemnify and hold harmless ACCO and all of their affiliates from and against all liability, claims, & demands on account of injury to persons, including death resulting therefrom and damage to property arising out of the performance of this contract by ACCO, employees and agents of ACCO and / or ACCO's property, except from & against such claims & demands that may arise out of the active and passive negligence or willful misconduct of ACCO, and / or any of their affiliates based thereon, and shall pay all attorney's fees & all other expenses, & promptly discharge any judgments arising therefrom. The owner also agrees to defend, indemnify and hold harmless ACCO from any liability and claims for infringement or violation of any patent or patent pending right arising in connection with this contract or anything done thereunder.
15. ACCO Engineered Systems shall not be liable for any consequential damages, including but not limited to loss of business or business delays, damage to surrounding structures, finishes, machinery or equipment and product losses, whether occasioned by covered equipment or systems failures.



This proposal expires 30 days from the date prepared.

## PREPARED BY:

**Name** Trevaughn Samuels

**Title** Project Engineer

**Date** 11/29/2023

### Customer

Accepted & Approved by:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date

### ACCO Engineered Systems

Accepted & Approved by:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date

## LIST OF EQUIPMENT COVERED BY THIS AGREEMENT:

### 600 E. Mariposa St. Location

Quantity	Equipment Type	Manufacturer	Model Number	Location
1	VRF CONDENSING UNIT	CARRIER	38NGQ48-3	Roof
1	PACKAGE AC UNIT	SEASONS 4	6MJE22-00202- DN4.5-09	Roof
1	PACKAGE AC UNIT	SEASONS 4	6MZE23-0192- DN4.5-09	Roof
1	HEAT PUMP PACKAGE UNIT	LENNOX	EMDH16M-95-3	Roof
1	MINI SPLIT FAN COIL	CARRIER	40MAQB18B	Roof
1	CONTROLS	N/A	N/A	N/A

### Bob Lucas Memorial Library Location

Quantity	Equipment Type	Manufacturer	Model Number	Location
1	CONDENSER	CARRIER	24AAA660A300	Outdoor
1	REFRIGERATION, EVAPORATOR COIL	ADVANCED DISTRIBUTOR PRODUCTS	C60A210C186	Indoor

**SECTION V  
COST SHEET**

**1. INTRODUCTION**

Proposer shall complete cost sheet to include all costs, including travel and per diem in accordance with the Scope of Work defined in Section III. Proposer will submit detailed cost sheets on reimbursable costs, as back up to this summary page; however, total costs must be reflected on this summary page.

**2. COST FOR SCOPE OF WORK. SECTION III**

**a. Fee Schedule for emergency HVAC Preventative Maintenance and Repair Services for Term of Contract (not included in the scope of work)**

Position	Hourly Rate	
	After Hours	Emergency Hours
Journey Man 1	(Regular Hours) \$205	\$277
Journey Man 2	(Regular Hours) \$205	\$277
Project Manager	(Regular Hours) \$155	\$209

**b. Identify costs cap as not to exceed:**

Cost to not exceed \$17,488.88 annually at Mariposa St. Library.

Cost to not exceed \$8,386.34 annually at Bob Lucas Memorial Library.

This proposal submitted by: ACCO Engineered Systems  
Company name

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