

# Easton Branch Library- Engineering for the Replacement of the Roof Top Reznor Heater

**PRESENTED BY:** Brian Fox, An Integrated Solutions Provider

**PRESENTED TO:** Easton Branch Library

**DELIVERED ON:** July 16, 2025

## Project Agreement

Proposal Date	Proposal Number	Agreement
July 16, 2025	25254	

### BY AND BETWEEN:

ABM Building Solutions 6200 Goodyear Road Benicia, CA 94510 hereinafter CONTRACTOR	<b>AND</b>	Easton Branch Library 1800 Easton Dr. Burlingame, CA 94010 hereinafter CUSTOMER
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**SERVICES WILL BE PROVIDED AT THE FOLLOWING LOCATION(S):** 1800 Easton Dr., Burlingame, CA

### Base Scope of Work:

This proposal is to provide design build MEP services related to the replacement of one existing rooftop Reznor in-line duct furnace with one new in-line DX fan coil and split condensing unit.

### Inclusions:

- 1) Site visit
- 2) MEP Drawing package for permit submission
  - a. Mechanical
    - i. Roof plan for fan coil
    - ii. Floor plan for ground mounted condensing unit
    - iii. Refrigerant pipe sizing and routing
  - b. Electrical
    - i. Electrical floor plan
    - ii. Load calc for new and existing electrical loads
    - iii. Short circuit and voltage drop calcs
  - c. Plumbing
    - i. Condensate drain size and routing
  - d. Structural
    - i. Fan coil mounting detail and anchorage calcs
    - ii. Condensing unit mounting detail and anchorage calcs

### Assumptions:

- 1) Site access will be provided should it be necessary to collect information to create the permit drawing package.
- 2) As-built drawings can be provided
- 3) Existing electrical service can support new equipment
- 4) Contractor is providing all required labor, either directly or subcontracted
- 5) Design support through construction provided T&M.

**Note:** This proposal is for engineering only. No labor, no installation.  
Electrical upgrades to the existing electrical panel may be necessary to supply the power to the new equipment.

### Pricing and Acceptance

The investment amount required to implement the proposed solution:  
**\$18,569.00** (Eighteen Thousand, Five Hundred Sixty-Nine Dollars and No Cents)

### Exclusions:

- Significant changes to the scope outlined in this proposal.
- Structural evaluation of existing roof framing
- Title 24 Envelope compliance documentation
- Any/All on-site work.
- Submitting and/or tracking permit application
- Permits and Permit Fees.
- No labor
- No installation
- Providing CAD files.
- Excludes cost of equipment and installation
- Drawings or permits, submittals, plans, plan checks
- Anything other than stated above

As a condition of performance, payments are to be made on a progress basis. Invoice payment must be made within (30) days of receipt. Any alteration or deviation from the above proposal involving extra cost of material or labor will become an extra charge over the sum stated above. This proposal will become a binding Agreement only after acceptance by Customer and approved by an officer of Contractor as evidenced by their signatures below. This agreement sets forth all of the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of Contractor which is not expressed herein.

Sales Rep	Customer	Manager
Signature	Signature	Signature
Brian Fox	Brian Starelli	Rick Cooke
Name (Printed/Typed)	Name (Printed/Typed)	Name (Printed/Typed)
Title	Title	Title
Date	Date	Date
TO ORDER SERVICES UNDER THIS AGREEMENT WITH A PURCHASE ORDER, PLEASE PROVIDE THE FOLLOWING:		
PO Number:	Date of Issue:	Customer Signature:
NOTE: When issuing a purchase order for this Agreement, the services, responsibilities, terms and conditions for both parties remain as detailed in this Agreement.		

## Project Agreement Terms and Conditions

1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours.
2. Contractor warrants that the workmanship hereunder shall be free from defects for thirty (30) days from date of performance. If any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty, that the Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the contractor's rates in effect.
3. Customer will promptly pay invoices within thirty (30) days of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire balance of the Agreement price shall become due and payable immediately upon demand. All past due amounts shall accrue interest at the maximum rate permitted by applicable law.
4. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
5. If there is any alteration to, or deviation from, this Agreement involving extra work, the cost of materials and/or labor will become an extra charge (fixed price amount to be negotiated or on a time and material basis at Contractor's rates then in effect) over the price stated in this Agreement.
6. In the event Contractor must commence legal action in order to recover any amount payable or owed to Contractor under this Agreement, Customer shall pay Contractor all expenses, costs, and attorneys' fees incurred by Contractor.
7. Any legal action against the Contractor relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of performance of the work.
8. Contractor shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, (including those by Contractor's employees), lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
9. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its affiliates, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor.
10. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
11. Contractor's obligations under this Agreement and any subsequent agreements do not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor's sole obligation will be to notify the Customer of their existence. Contractor shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work under this Agreement shall be extended to the extent caused by the suspension and the Agreement price equitably adjusted.
12. Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of the Customer's facility, including without limitation, injury or illness to occupants of the facility or third parties, or any damage to the Customer's facility, arising out of or in connection with the Contractor's work under this Agreement, including without limitation any illness, injury, or damage resulting in any manner from any fungus(es) or spore(s), any substance, vapor or gas produced by or arising out of any fungus(es) or spore(s), or any material, product, building component or structure that contains, harbors, nurtures or acts as a medium for any fungus(es) or spore(s).
13. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL CONTRACTOR BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.



# Library Board Staff Report

**To:** Library Board of Trustees

**Date:** August 19, 2025

**From:** Brad McCulley, City Librarian

**Subject:** Request for Funding

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## **RECOMMENDATION**

Staff recommends the Board consider funding the complete amount of the engineering services needed to implement HVAC at the Easton Branch.

## **BACKGROUND**

To help provide much-needed HVAC for Easton, the Board made the preemptive decision to earmark \$10,000 in the hopes it would assist the City's Facilities Dept in a more timely installation. During heatwaves, when the internal temperature reaches 80 degrees or more, it is extremely uncomfortable for staff and inconvenient for the public when the building must be closed.

## **DISCUSSION / REVIEWS**

This engineering assessment will, in short, provide an approval or rejection of a unit to be installed on the rooftop – this assessment and report will cost \$18,569.00. Please see the attached proposal for more details.

## **FISCAL IMPACT**

Funding is requested in the amount of \$18,569.00

Exhibits:

- Contract proposal