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[www.thekcompany.com](http://www.thekcompany.com)

Contractors - Engineers – Energy Services  
Building Automation – HVAC Controls- Integration

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## **TECHNICAL SUPPORT AGREEMENT –** **Year 1 of 3 (FY 2023 – FY 2025)**

**Proposal Date: July 20, 2023 Proposal**

**#: 1.0**

**BY AND BETWEEN:**

**The K Company**

22340 S. Arlington Rd.

Akron, Ohio 44319

**Big Walnut Schools**

110 Tippet Court

Sunbury, Ohio 43074

This proposal is firm for thirty (30) days and shall include the Terms & Conditions and Schedule(s) attached herein:

- Schedule A - Type of Service Plan  
Attachment 1 - Energy Management & Control System Service
- Schedule B - Preventive Maintenance Schedule
- Schedule C - List of Serviced Equipment
- Schedule D - Miscellaneous Conditions
- Schedule E - Rates, & Pricing Terms

**Scope of Services:**

Building Automation Technology Commissioning, technical support, and software services (as listed on attached Schedules A and B) for the Energy Management and Control System.

**Remote Monitoring -System Alarm Management Base Coverage**

The K Company will provide 24 hour, 7 days a week remote monitoring of Big Walnut Local School Districts, Prairie Elementary School, Big Walnut High School and the Central Plant buildings. Critical Alarms will be analyzed to validate the alarm and determine equipment involved. If possible, we will remotely reset the alarm to determine if it is an anomaly. If the alarm occurs within 30 minutes of receipt of the first alarm, the school district will be notified that a critical alarm has been received.

**Big Walnut Contact List**

|                |                        |                 |
|----------------|------------------------|-----------------|
| James Hall     | Director of Facilities | (614) 679-2786  |
| Travis Dickson | Head of Maintenance    | (740) 972- 2317 |

**The K Company**

|                                    |                                |
|------------------------------------|--------------------------------|
| Service Request Call Center 24 X 7 | (330) 773-5125                 |
| Amy Wells                          | Service Manager (330) 630-2924 |

**Prairie Run Elementary, Big Walnut High School and Central Energy Plant**

- Provide 24 hour, 7 days a week remote monitoring of the Prairie Elementary, High School and the Central Plant. Critical Alarms reported to the District Representative as outlined in Base Coverage.
- Review Alarm Log with District Representative and Mechanical Service Provider to develop an Action plan to take corrective action
- Trend log analysis and review with district staff and Mechanical Service provider to develop an Action Item list with assignments to improve system operation and efficiency.
- Customer support for special events to provide monitoring and assistance to maintain comfort.

**Scheduled On-Site Inspection**

- Provide One (1), On-Site inspection for Central Energy Plant, High School and Prairie Run Elementary. The inspection will be scheduled in the spring to verify system operation during seasonal change, verify controls are calibrated and functioning properly.

**Remote Support**

- Provide Remote Support to diagnose alarms at the Central Energy Plant, High School and Prairie Run Elementary. This is not scheduled time, but allows The K Company to diagnose issues discovered during Remote Monitoring or power related problems.

**Training**

- Provide 8 hours of system training, scheduled at the owner's discretion.

**NOT INCLUDED**

- **No repair labor or materials are included in this agreement.**
- Scheduled On-site work will be performed during normal work hours.

**Yearly Review**

We will meet yearly to review the service agreement activity, trend reporting, alarm analysis and On-Site Inspections. The meeting shall include James Hall, Facilities Director, Big Walnut Schools and Amy Well, Service Manager.

**Services Shall Commence/Term:**

This agreement is year 1 of a planned 3-year agreement, subject to district approval, and shall commence July 1, 2023 and shall continue for a term of **one** (1) year.

**Charges:**

This agreement shall be billed in Twelve (12) equal payments of \$3,736.00 per month, beginning on July 1, 2023 (as listed on attached Schedule E) and is due and payable upon the Client's receipt of invoice.

|  |                     |
|--|---------------------|
| <b>Agreement Invoice Total FY2023/2024</b> | <b>\$ 44,832.00</b> |
|--|---------------------|

**The K Company**

**CUSTOMER**

Submitted by:

Gary H. Norrod

James Hall

Name

Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Service Account Manager

Director of Facilities

Title

Title

# TERMS & CONDITIONS

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## 1.0 General Provisions:

- 1.1 Unless stated otherwise, the services provided under this agreement shall be provided during *The K Company's* normal business hours. Normal business hours are Monday through Friday, 8:00 A.M. to 5:00 P.M. inclusive, excluding holidays.
- 1.2 The Client shall provide reasonable means of access to the equipment being serviced. **The K Company** shall not be responsible for any removal, replacement, or refinishing of the building structure, if required to gain access to the equipment. **The K Company** shall be permitted to start and stop all equipment necessary to perform the services herein described as arranged with the Client's representative.
- 1.3 This agreement, when accepted in writing by the Client and approved by an authorized **The K Company** representative, shall constitute the entire agreement between the two (2) parties.

## 2.0 Charges:

- 2.1 For services not covered by this agreement, but performed by **The K Company** upon the Client's authorization, the Client agrees to pay **The K Company** upon presentation of itemized invoice(s) at **The K Company's** prevailing rates.
- 2.2 If emergency service is requested by the Client and inspection does not reveal any defect for which **The K Company** is liable under this agreement, the Client will be charged at **The K Company's** prevailing rates.
- 2.3 Unless otherwise specified, this agreement will commence on the date indicated for the term of **one (1)** year(s) and shall continue from year to year until terminated. Either party may terminate this agreement by giving written notice to the other no later than thirty (30) days prior to the anniversary date. The agreement price may be adjusted on its anniversary date based on prevailing labor and material costs.

## 3.0 Limitations of Liability:

- 3.1 **The K Company** shall not be liable for any loss, delay, injury, or damage that may be caused by circumstances beyond its control including, but not restricted to; acts of God, war, civil commotion, acts of government, fire, theft, corrosion, floods, lightning strikes, freezes, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, shortage of vehicles, fuel, labor or materials, or malicious mischief. IN NO EVENT SHALL **The K Company** BE LIABLE FOR BUSINESS INTERRUPTION, LOSSES, OR CONSEQUENTIAL OR SPECULATIVE DAMAGES.
- 3.2 **The K Company** shall not be required to make safety tests, install new devices, or make modifications to any equipment to comply with recommendations or directives of insurance companies, governmental bodies, or for other reasons.

## TERMS & CONDITIONS

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- 3.3 **The K Company** shall not be required to make replacements or repairs necessitated by reason of negligence, abuse, misuse, or by reason of any other cause beyond its control except ordinary wear and tear.
- 3.4 The agreement pre-supposes that all equipment is in satisfactory working order. **The K Company** will inspect the equipment within thirty (30) days of when the agreement takes effect and will advise the Client of any equipment found to be in need of repair. **The K Company** will provide the Client with a written estimate of the cost of repairs. If the Client does not authorize **The K Company** to make the repairs or if the Client does not have the work performed, the equipment will be eliminated from coverage and the agreement price will be adjusted. There may be some equipment which, for reasons beyond **The K Company's** control, cannot be inspected before this agreement takes effect. **The K Company** will inspect such equipment on the first available visit.
- 3.5 The amount of any present or future sales, use, occupancy excise, or other tax (federal, state, or local) which **The K Company** hereafter shall be obligated to pay, either on its own behalf or on the behalf of the Client or otherwise, with respect to the services and material covered by this agreement, shall be paid by the Client.
- 3.6 If the equipment or software included under this agreement is altered, modified, or changed by a party other than **The K Company**, this agreement shall be modified to incorporate such changes and the agreement price shall be adjusted accordingly.
- 3.7 It is understood that the provisions of this agreement apply only to the systems and equipment covered herein. Repair or replacement of non-maintainable parts of the system such as ductwork, boiler shell and tubes, unit cabinets, boiler re-factory material, electrical wiring, hydronic and pneumatic piping, structural supports, etc., is not included under the agreement.
- 3.8 Following twelve (12) months of service or any time thereafter, if individual item(s) cannot, in The K Company's opinion, be properly repaired on-site because of excessive wear or deterioration, **The K Company**. May withdraw the item(s) from coverage upon ninety (90) days prior written notice.
- 3.9 This agreement shall be governed by, construed, and enforced in accordance with the laws of the state of Ohio.

## TYPE OF SERVICE PLAN

### ENERGY MANAGEMENT & CONTROL SYSTEM SERVICE

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#### Primary Services:

- ☒ **System and Service Review.** The K Company will hold an annual formal review with your staff to discuss the services performed during the past year and to recommend improvements and options to enhance system performance, resolve operational problems, and to meet your changing needs and objectives.
- ☒ **Preventative Maintenance.** Maintenance shall be performed per the attached Schedule B to optimize the system effectiveness. Scheduled preventive maintenance visits will occur Once (1) time(s) per year.
- ☒ **Software Maintenance.** The K Company will furnish and install manufacturer's software revisions to maintain or improve present performance within the functional capabilities of your system. New software products shall be available for sale.
- ☒ **Database Protection.** The K Company will protect your database by periodically saving this information and maintaining a copy on our premises. Database backups will be performed Twice (2) time(s) per year.
- ☒ **Telephone Support.** Technical experts will assist you, via the telephone, to identify and resolve operational problems.
- ☒ **Remote Support Service.** The K Company will provide you with unlimited hours of on-line assistance to troubleshoot your system and resolve operational problems. ***Customer shall provide uninterrupted internet access at all times for this service.***
- ☒ **System and Service Log.** The K Company will provide a log for you to document concerns, system problems, and other related items requiring our attention. Each scheduled service visit shall begin with a review of this log.
- ☒ **Documentation.** All scheduled and unscheduled service visits will be documented by a work order form, listing materials used and hours spent. All work orders will be signed by an authorized Client representative to verify all work completed. For your staff's convenience, copies of all work orders and our service agreement scope will be kept in your System and Service Log.

## TYPE OF SERVICE PLAN

### ENERGY MANAGEMENT & CONTROL SYSTEM SERVICE

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#### Premium Services

- ☒ **Business Day Service.** Service repair calls covered by this agreement shall be made five (5) days a week, during normal business hours at no additional charge (see Schedule D for special conditions).
- ☒ **Premium Time Emergency Service.** Emergency repair calls covered by this agreement shall be made seven (7) days a week, twenty-four (24) hours a day at contract service rates (see Schedule D for special conditions).
- ☒ **Service Call List.** The Client shall have access to telephone support, via **The K Company Emergency Service Call Center**, twenty-four (24) hours a day seven (7) days a week, at no additional charge.
- ☒ **On-Site Service.** **The K Company** shall provide an on-site Service Technician as requested at contract service rate, to provide assistance to the Clients' staff (see Schedule D for special conditions).

# PREVENTIVE MAINTENANCE SCHEDULE

## ENERGY MANAGEMENT & CONTROL SYSTEM

### COMPREHENSIVE TEST & INSPECTION

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#### Verify and Check Operators Workstation

- Current Date and Time
- Floppy Drive A
- CD ROM Drive
- Hard Drive

#### Tests:

- Memory
- Hard Drive
- Floppy Drive
- System Board
- Real-Time Clock
- Serial Port(s)
- Parallel Port(s)
- Printer
- Video
- Input Devices

#### Controller(s)

##### Verify and Check:

- Operation
- Communications
- Digital Output(s)
- Digital Input(s)
- Analog Output(s)
- Analog Input(s)
- Extended Module(s)

#### Field Devices

##### Verify and Check:

- Temperature Sensor(s)
- Verify and Check:
- Relay(s)
- Valve Actuator(s)
- Transducer(s)

#### Verify and Check System Configuration:

- Processor
- Base Memory
- Extended Memory
- Expanded Memory
- Video Adapter
- Hard Drive(s)
- Floppy Drive(s)
- Clock/Calendar
- Parallel Port(s)
- Serial Port(s)

#### Software and Communications

- Check Software Operation
- Check Local Communications / Internet
- Check Controller(s) Configuration
- Check Mouse Software



## PREVENTIVE MAINTENANCE SCHEDULE

### ENERGY MANAGEMENT & CONTROL SYSTEM

### COMPREHENSIVE TEST & INSPECTION

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#### Schedule-001

#### Network Workstations

##### On Each Scheduled Service:

- ✓ **Visit to the Jobsite**
- Report in with appropriate Customer personnel.
- Review Compass system for CRITICAL and OFF-LINE status indications.
- Review Compass system for OVERRIDE, and DISABLED status indications.
- Review Event and Alarm Log with customer; discuss Compass operational concerns.
- Perform or schedule Reactive or Proactive Maintenance procedures as appropriate to resolve situations noted.
- Install appropriate Compass Software refinements and updates.

##### On a Scheduled Basis:

- ✓ **Network Workstation**
- Check monitor for clarity, focus and color.
- Clean Read/Write heads of removable disk drive(s).
- Cycle power and listen for unusual motor/bearing noise.
- Verify proper system restart; check system date, time and hardware status.
- Clean exterior surfaces
- Save/Copy Network Workstation Data Base, including custom graphics and resident Master Controller Archive Data Bases, as indicated in the agreement.

#### Software

##### Benefits

**The K Company** – Continually adds innovative enhancements to its software that make it easier for you to increase the performance of your facility. With a Software Subscription Service, you will automatically receive these upgrades. This service ensures that:

- ✓ You will receive a minimum of one upgrade per year for each software package included.
- ✓ New revisions will be compatible with your existing databases or a conversion process will be included.

##### Requirements

- ✓ Compass software packages must be at the current revision level at the start of the service.
- ✓ Software subscriptions must be included for each software copy.
- ✓ **The K Company** will install upgrades to current software as it comes available.

## PREVENTIVE MAINTENANCE SCHEDULE

### ENERGY MANAGEMENT & CONTROL SYSTEM

### COMPREHENSIVE TEST & INSPECTION

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#### Schedule-002

#### Global Controller Services

##### On a Scheduled Basis

- ✓ Check Indications to verify proper DC power levels, appropriate transmit and receive activity on the communication trunks, and to check for possible Error Code indications.
- ✓ Record and verify proper Global Controller DDC operational state and execution time.
- ✓ Confirm proper time sync of all Global Controllers with workstation. If stand-alone, perform time sync with service technician PC.
- ✓ Inspect wiring for signs of corrosion, fraying and rapid discoloration, defective shielding or shield grounding
- ✓ Check voltage level of BCM Battery, replace if needed.
- ✓ Initiate Self-Test Diagnostic; Monitor LED sequencing for proper self-test displays or Error Code indications.
- ✓ Review Global Controller device properties.
- ✓ Remove excessive dust from internal surfaces.
- ✓ Clean BTI faceplate and input pad
- ✓ Clean enclosure exterior surfaces.
- ✓ Verify the proper operation of critical control processes and points associated with this unit and make adjustments, if necessary.
- ✓ Verify/calibrate other points and control processes, where the need for possible Proactive Maintenance is indicated.

## PREVENTIVE MAINTENANCE SCHEDULE

### ENERGY MANAGEMENT & CONTROL SYSTEM

#### COMPREHENSIVE TEST & INSPECTION

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Schedule-003

#### IP Controller and Expansion (EXP) Devices

##### On a Scheduled Basis

- ✓ Check Indications to verify proper DC power levels, appropriate transmit and receive activity on the communication trunks, and to check for possible Error Code indications.
- ✓ Record and verify proper IP controller and EXP operational state and execution time.
- ✓ Confirm proper time sync of all IP controllers and EXPs with workstation. If stand-alone, perform time sync with service technician PC.
- ✓ Inspect wiring for signs of corrosion, fraying and rapid discoloration, defective shielding or shield grounding
- ✓ Check voltage level of IP controller Battery, replace if needed.
- ✓ Initiate Self-Test Diagnostic; Monitor LED sequencing for proper self-test displays or Error Code indications.
- ✓ Review IP controller and EXP device properties.
- ✓ Remove excessive dust from internal surfaces.
- ✓ Clean IP controller and EXP faceplate and input pad
- ✓ Clean enclosure exterior surfaces.
- ✓ Verify the proper operation of critical control processes and points associated with this unit and make adjustments, if necessary.
- ✓ Verify/calibrate other points and control processes, where the need for possible Proactive Maintenance is indicated.
- ✓ Verify all override switches are on auto and review findings.
- ✓ Replace batteries on IP controller annually.

## PREVENTIVE MAINTENANCE SCHEDULE

### ENERGY MANAGEMENT & CONTROL SYSTEM

#### COMPREHENSIVE TEST & INSPECTION

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Schedule-004

##### Visual Logic Controller

###### On a Scheduled Basis

###### AHU, Chilled Water Plant, Hot water/ HX Plant, Garage CO System Application / VLX Controller

- ✓ Verify that Equipment is being controlled at the appropriate values.
- ✓ Change one set point value; verify smooth transition and stable control at the new set point.
- ✓ Return set point to original value.
- ✓ Repeat for each additional control loop, if any.
- ✓ Verify that controlled valves and dampers will stroke fully in both directions, sealing tightly where appropriate.
- ✓ Verify the proper operation of critical control processes and points associated with this unit. Make adjustments if necessary.

###### UNITARY Equipment / VLC Controller

- ✓ Verify that VLC is in control at the desired value(s).
- ✓ Change one set point value; verify smooth transition and stable control at the new set point.
- ✓ Return set point to original value.
- ✓ Repeat for each additional control loop, if any.
- ✓ Verify that controlled valves and dampers will stroke fully in both directions, sealing tightly where appropriate.
- ✓ Verify the proper operation of critical control processes and points associated with this unit. Make adjustments if necessary.

###### VAV Box / VLC Controller

- ✓ Verify that VLC is in stable control at the desired value(s).
- ✓ Where controller performance is in doubt:
  - Change set point value. Verify smooth, stable control at the new value.
  - Return set point to original value.
- ✓ Verify the proper operation of critical control processes and points associated with this unit. Make adjustments if necessary.
- ✓ Verify/calibrate other points associated with these units where the need for possible "Corrective Maintenance" is indicated.

## **PREVENTIVE MAINTENANCE SCHEDULE**

### **ENERGY MANAGEMENT & CONTROL SYSTEM**

#### **COMPREHENSIVE TEST & INSPECTION**

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##### **Schedule-005**

##### **ON-SITE Commissioning and Seasonal Startups**

##### **Benefits**

Prepares Equipment for upcoming season when systems will be at their maximum usage.

##### **Chiller Plant**

Prepare Plant Startup for upcoming summer. Components included: Controls for Chillers, Pumps, Towers, Vfd s and Valves

- Check all sensors for proper calibration and readings.
- Drive all plant isolation valves and check position
- Start all pumps and verify speed and pressure settings
- Start Cooling Tower Fans and verify speeds and temperature settings
- Start Chillers and verify operation with facilities staff and Mechanical Service Contractor
- Check overall operation of plant and check lead lag as well as failures for components backup
- Review all set points and temperatures with facilities staff
- Monitor Chiller Plant once season is in warm weather conditions

##### **Boiler/HX Plant**

Prepare Plant Startup for upcoming winter. Components included: Controls for Boilers, Pumps, Towers, Vfd s and Valves

- Check all sensors for proper calibration and readings.
- Drive all plant isolation valves and check position
- Start all pumps and verify speed and pressure settings
- Start Cooling Tower Fans and verify speeds and temperature settings
- Check Boilers and verify operation with facilities staff and Mechanical Service Contractor
- Check overall operation of plant and check lead lag as well as failures for components backup
- Review all set points and temperatures with facilities staff
- Monitor Boiler Plant once season is in cold weather conditions

##### **Garage Carbon Monoxide Systems**

Check Life Safety Protection Control System for proper operation

- Check all sensors for proper calibration and readings.
- Check all Fans for proper start stop commands and Lead Lag
- Run complete test on all 3 levels and operation of complete system and verify setpoints
- Verify communications with Fire Protection System

### **Air Handling & Roof Top Units**

Check Ahus Controls for proper operation

- Check all sensors for proper calibration and readings.
- Check all Fans for proper start stop commands and Pressure Control
- Check Safety Circuits for proper operations, Freeze Stats, Hi and Low Duct Static
- Check and adjust all Damper Actuators as needed
- Check and adjust Chilled Water Valves for proper operation and flow as needed
- Check complete operation of Ahus for each season

### **Equipment Rooms Exhaust Fans and HEATERS**

Check Exhaust Fan and Unit Heater Controls for proper operation

- Check all sensors for proper calibration and readings.
- Check Exhaust Fans for Ventilation in Summer
- Check Unit Heaters for Heating in Winter
- Verify Dampers on Exhaust Fans

### **Fire System Pressurization Testing**

Check systems integrated with Fire System during Annual Test

- Check all sensors for proper calibration and readings.
- Check all Fans for proper start stop commands and Pressure Control for Stairwells and Hoistways
- Check Safety Circuits for proper operations
- Check Air Handler Operations for Shutdown and Floor Pressurization
- Check all Vav Box Terminals for proper response to fire signal

## LIST OF SERVICED EQUIPMENT

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The following **automation** equipment shall be serviced by **The K Company** under this agreement:

### **Prairie Elementary, High School and Central Plant**

| <u>Quantity</u> | <u>Equipment</u>        | <u>Manufacturer</u> | <u>Frequency</u>     |
|-----------------|-------------------------|---------------------|----------------------|
| 239             | VAV Controls            | Alerton             | Monitoring<br>Annual |
| 16              | AHU Controls            | Alerton             | Monitoring<br>Annual |
| 24              | Exhaust Fan Controls    | Alerton             | Monitoring<br>Annual |
| 5               | Boiler Controls         | Alerton             | Monitoring<br>Annual |
| 3               | Chiller Control         | Alerton             | Monitoring<br>Annual |
| 14              | Pump package            | Alerton             | Monitoring<br>Annual |
| 15              | Cabinet Heater Controls | Alerton             | Monitoring<br>Annual |
| 1               | Cooling Tower Controls  | Alerton             | Monitoring<br>Annual |
| 1               | Server Workstation      | Dell                | Monitoring<br>Annual |
| 3               | Building Controller     | Alerton             | Monitoring<br>Annual |

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## MISCELLANEOUS CONDITIONS

**Special Conditions:**

1. This agreement excludes any internal controls (that is not associated with the Energy Management Control System) associated with individual equipment.
2. Mechanical Equipment Maintenance or repairs are not included.
3. Repairs are not included in contract and will be quoted at a guaranteed not to exceed hourly contract rate and material markup.
4. We shall provide ongoing minor adjustments to the building automation system as needed to adapt to any changes of the building during contract period.
5. Minor alarms, trends, schedules and user functions will be reviewed and added upon request.
6. Any major building automation system programming changes outside the final commissioning and sequences of the original base contract shall be quoted to the customer.
7. Contract includes assistance during Fire Systems Testing Annually. Customer to arrange with fire contractor.
8. Contract shall begin 1st day of July 2023 or when executed by the District



## CHARGES, RATES & PARTS/MATERIAL PRICING TERMS

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### **Charges:**

The annual amount billed for the services outlined in this agreement is reflected in the table below.

| Year   | Annual Amount Invoiced | Monthly billed |
|--------|------------------------|----------------|
| Year 1 | \$44,832.00            | \$3,736.00     |
| Year 2 | \$47,832.00            | \$3,986.00     |
| Year 3 | \$50,232.00            | \$4,186.00     |

### **Rates:**

The following list contains the Customer preferred labor rates that shall be used for services, provided by **The K Company** that is requested by the Client for services not included in this agreement:

- Automation Technician (M-F 8:00 A.M. to 5:00 P.M.) - \$ 140.00 per hour
- Automation Technician (M-F After 5:00 P.M. & Saturday) - \$ 195.00 per hour
- Automation Technician (Sunday & Holidays) - \$ 250.00 per hour

*\* The K Company, BAS Division Standard Normal Service Rates of \$140.00 an Hour for Non-Contract Customer plus minimum of 2 hours and service truck charge of \$65.00.*

### **Additional parts and materials :**

Additional parts and materials, requested by the Client, shall be available to the Client at a 20% Markup during Contract Period.

***The K Company is the Authorized Dealer for the Northeast, all of Central and Southern Ohio***

