



**BIG WALNUT LOCAL  
SCHOOLS**  
September 8, 2023

# PREVENTATIVE MAINTENANCE AGREEMENT

**Service: 800-829-1989**

Alyssa Jansen | (614)623-6437 | [Alyssa.Jansen@tpmechanical.com](mailto:Alyssa.Jansen@tpmechanical.com)

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# **TP Mechanical**

## **CONTRACTORS | SERVICE | FABRICATION**

September 8, 2023

Linda Klamfoth-Johnston

Thank you for providing TP Mechanical the opportunity to propose the following planned maintenance program.

TP Mechanical's goal is to reduce your company's overall operating costs.

We achieve this by providing a maintenance program that will increase your mechanical equipment's efficiencies. Improved efficiencies result in longer equipment life and reduced downtime, which lowers your overall costs.

TP Mechanical is one of the largest regionally based mechanical companies currently serving Cincinnati, Columbus, Dayton, Indianapolis, Lexington and Louisville. We offer some of the most sophisticated computerized dispatch and service management systems available today. We employ a diverse team of technicians that are highly skilled and trained to diagnose and repair virtually any issue that may arise. For more than 60 years, we have been able to provide our clients with the best value for their investment dollar.

Once again, thank you for this opportunity. We look forward to continuing our partnership with you.

Sincerely,

Alyssa Jansen  
Client Relationship Manager  
Phone: (614) 623-6437  
Email: [Alyssa.Jansen@TPMechanical.com](mailto:Alyssa.Jansen@TPMechanical.com)

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## COLUMBUS REGION



## Company Overview

TP Mechanical is a regional leader in mechanical contracting services with over **500 employees**. Our experienced team can diagnose problems, provide the best solution, perform equipment replacements and work to keep your equipment up and running while minimizing issues.

Our expertise and unparalleled track record in this industry are the result of over **65 years of experience** beginning in 1953. That's why we deliver optimal results for your mechanical needs from initial design to service and maintenance.

**We are truly your single-source solution.**

Most of all, we pride ourselves on customer service and are dedicated to meeting your needs.

## CAPABILITIES & LICENSES

- Heating, Ventilation & Air Conditioning
- Refrigeration
- Sheet Metal
- Design Build
- Fire Protection
- Plumbing
- Medical Gas
- Pipefitting

## 24/7 EMERGENCY SERVICE

Our team has a guaranteed response time of **4 hours or less**.

## Our Mission

**“**TP Mechanical strives to be the premier contractor that builds everlasting value by transforming our industry through a culture based on safety, honesty, quality, innovation and servant leadership.”

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# CAPITAL BUDGETING & PLANNING

TP Mechanical will provide our maintenance customers an assessment of their equipment to show age and life expectancy. We want to be partners with our customers and are happy to provide budgetary replacement costs to help you prepare for the road ahead.

**This is one more step our team takes to show our commitment and be proactive for our customers.**

| Example Capital Assessment |                 |            |           |              |              |     |             |                    |
|----------------------------|-----------------|------------|-----------|--------------|--------------|-----|-------------|--------------------|
| Asset #                    | Model #         | Serial #   | Unit Size | Current Year | Install Year | Age | Useful Life | Replacement Budget |
| RTU01                      | YSC048A4RHA1ED  | 428100885L | 4 Ton     | 2019         | 2004         | 15  | 15          | \$ 7,392.00        |
| RTU02                      | YSC060A4RHA1JD  | 428100529L | 5 Ton     | 2019         | 2001         | 18  | 15          | \$ 8,744.00        |
| RTU03                      | YSC092A4RHA1G   | 427101777L | 7.5 Ton   | 2019         | 2004         | 15  | 15          | \$ 12,452.00       |
| RTU04                      | YSC063G4RHA01F  | 162913974L | 5 Ton     | 2019         | 2016         | 3   | 15          | \$ 8,744.00        |
| RTU05                      | YSC092F4RHA     | 170910046L | 7.5 Ton   | 2019         | 2017         | 2   | 15          | \$ 12,452.00       |
| RTU06                      | YSC060A4RHA1JD  | 428100675L | 5 Ton     | 2019         | 2004         | 15  | 15          | \$ 8,744.00        |
| RTU07                      | YSC120A4RHA1ND  | 428100560L | 10 Ton    | 2019         | 2004         | 15  | 15          | \$ 15,832.00       |
| RTU08                      | YSC048A4RHA1ED  | 428100813L | 4 Ton     | 2019         | 2004         | 15  | 15          | \$ 7,392.00        |
| RTU09                      | YSC092A4RHA1GD  | 428100554L | 7.5 Ton   | 2019         | 2004         | 15  | 15          | \$ 12,452.00       |
| RTU10                      | YSC060A4RHA1HD0 | 427101361L | 5 Ton     | 2019         | 2004         | 15  | 15          | \$ 8,744.00        |
| RTU11                      | YSC033G4EHA01   | 162514289L | 3 Ton     | 2019         | 2016         | 3   | 15          | \$ 6,040.00        |
| RTU12                      | YSC060A4RHA1JD0 | 428100749L | 5 Ton     | 2019         | 2004         | 15  | 15          | \$ 8,744.00        |
| RTU17                      | YSC060A4RHA1JD0 | 428100702L | 5 Ton     | 2019         | 2004         | 15  | 15          | \$ 8,744.00        |

-  Equipment has not reached the end of its useful life
-  Equipment is approaching the end of its useful life
-  Equipment has reached the end of its useful life

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# EQUIPMENT LIST

## BIG WALNUT LOCAL SCHOOLS - CEP

| Asset # | Brand             | Model Number           | Unit Type             | Area/Location               |
|---------|-------------------|------------------------|-----------------------|-----------------------------|
| HW # 1  | Thermal Solutions | ARC6000-UCC            | Hot Water Boiler      | CEP Main Mechanical Room    |
| HW # 2  | Thermal Solutions | ARC6000-UCC            | Hot Water Boiler      | CEP Main Mechanical Room    |
| HW # 3  | Thermal Solutions | ARC6000-UCC            | Hot Water Boiler      | CEP Main Mechanical Room    |
| HWP # 1 | Grundfos          | A-99694361             | Hot Water Boiler Pump | CEP Main Mechanical Room    |
| HWP # 2 | Grundfos          | A-99694361             | Hot Water Boiler Pump | CEP Main Mechanical Room    |
| HWP # 3 | Grundfos          | A-99694361             | Hot Water Boiler Pump | CEP Main Mechanical Room    |
| HWP # 4 | Grundfos          | A-99694361             | Hot Water Boiler Pump | CEP Main Mechanical Room    |
| HWP # 5 | Grundfos          | 28-40707-130261-25DMS1 | Hot Water Boiler Pump | CEP Main Mechanical Room    |
| HWP # 6 | Grundfos          | 28-40707-130261-25DMS1 | Hot Water Boiler Pump | CEP Main Mechanical Room    |
| HWP # 7 | Grundfos          | 28-40707-130261-25DMS1 | Hot Water Boiler Pump | CEP Main Mechanical Room    |
| HWP # 8 | Grundfos          | 28-40707-130261-25DMS1 | Hot Water Boiler Pump | CEP Main Mechanical Room    |
| HWP # 9 | Grundfos          | 28-40707-130261-25DMS1 | Hot Water Boiler Pump | CEP Main Mechanical Room    |
| CH - 1  | York              | YK4D45Q7-ERHS          | Water Cooled Chiller  | CEP Mechanical Room         |
| CH - 2  | York              | YK4D45Q7-ERHS          | Water Cooled Chiller  | CEP Mechanical Room         |
| CH - 3  | York              | YK4D45Q7-ERHS          | Water Cooled Chiller  | CEP Mechanical Room         |
| CT - 1  | Reymosa           | RTM-824215-B-1T1       | Cooling Tower         | Outside CEP Mechanical Room |
| CT - 2  | Reymosa           | RTM-824215-B-1T1       | Cooling Tower         | Outside CEP Mechanical Room |
| CT - 3  | Reymosa           | RTM-824215-B-1T1       | Cooling Tower         | Outside CEP Mechanical Room |

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# EQUIPMENT LIST

## BIG WALNUT LOCAL SCHOOLS - CEP

| Asset #             | Brand    | Model Number           | Unit Type             | Area/Location            |
|---------------------|----------|------------------------|-----------------------|--------------------------|
| CHWP - 1            | Grundfos | A-99522597             | Chilled Water Pump    | CEP Main Mechanical Room |
| CHWP - 2            | Grundfos | A-99522597             | Chilled Water Pump    | CEP Main Mechanical Room |
| CHWP - 3            | Grundfos | A-99522597             | Chilled Water Pump    | CEP Main Mechanical Room |
| CHWP - 4            | Grundfos | A-99522597             | Chilled Water Pump    | CEP Main Mechanical Room |
| CHWP - 5            | Grundfos | A-99522597             | Chilled Water Pump    | CEP Main Mechanical Room |
| CWP - 1             | Grundfos | A-99694358             | Condenser Water Pump  | CEP Main Mechanical Room |
| CWP - 2             | Grundfos | A-99694358             | Condenser Water Pump  | CEP Main Mechanical Room |
| CWP - 3             | Grundfos | A-99694358             | Condenser Water Pump  | CEP Main Mechanical Room |
| CWP - 4             | Grundfos | A-99694358             | Condenser Water Pump  | CEP Main Mechanical Room |
| CWP - 5             | Grundfos | A-99694358             | Condenser Water Pump  | CEP Main Mechanical Room |
| HP Split System # 1 | Bryant   | 225BNA024-A / FE4NF002 | Heat Pump System      | CEP                      |
| HP Split System # 2 | Bryant   | 225BNA024-A / FE4NF002 | Heat Pump System      | CEP                      |
| UH - 1              | Modine   |                        | Hot Water Unit Heater | CEP                      |
| UH - 2              | Modine   |                        | Hot Water Unit Heater | CEP                      |
| UH - 3              | Modine   |                        | Hot Water Unit Heater | CEP                      |

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# EQUIPMENT LIST

## BIG WALNUT LOCAL SCHOOLS - ELEMENTARY

| Asset # | Brand      | Model Number              | Unit Type                     | Area/Location        |
|---------|------------|---------------------------|-------------------------------|----------------------|
| AHU - 1 | Temptrol   | ITF-RDHRE44               | Air Handling Unit             | Roof Northwest       |
| AHU - 2 | Temptrol   | ITF-RDHRE44               | Air Handling Unit             | Roof Northeast       |
| AHU - 3 | Temptrol   | ITFRDHRE27                | Air Handling Unit             | Roof West            |
| AHU - 4 | Temptrol   | ITF-RDHRE14               | Air Handling Unit             | Roof Southeast       |
| AHU - 5 | Temptrol   | ITF-RDHRE15               | Air Handling Unit             | Roof Southwest       |
| EX - 1  | Greenheck  | G-080-VG-X                | Exhaust Fan                   | Roof                 |
| EX - 2  | Greenheck  | G-095-VG-6-X              | Exhaust Fan                   | Roof                 |
| EX - 3  | Greenheck  | G-097-VG-4-X              | Exhaust Fan                   | Roof                 |
| EX - 4  | Greenheck  | G-098-VG-4-X              | Exhaust Fan                   | Roof                 |
| EX - 5  | Greenheck  | G-098-VG-6-X              | Exhaust Fan                   | Roof                 |
| EX - 6  | Greenheck  | G-098-A-X                 | Exhaust Fan                   | Roof                 |
| EX - 7  | Greenheck  | G-098-VG-4-X              | Exhaust Fan                   | Roof                 |
| EX - 8  | Greenheck  | G-097-VG-4-X              | Exhaust Fan                   | Roof                 |
| EX - 9  | Greenheck  | G-099-VG-4-X              | Exhaust Fan                   | Roof                 |
| EX - 10 | JenCoFan   | STXB20RHUL                | Exhaust Fan                   | Roof                 |
| EX - 11 | Greenheck  | G-095-VG-6-X              | Exhaust Fan                   | Roof                 |
| EX - 12 | JenCoFan   | SDBD12                    | Exhaust Fan                   | Roof                 |
| SS - 1  | Mitsubishi | PKA-A12HA7/<br>PU-A12NKA7 | Ductless Mini Split<br>System | Room 120 D / Roof    |
| SS - 2  | Mitsubishi | PKA-A18HA7/<br>PU-A18NKA7 | Ductless Mini Split<br>System | Room 300 D / Roof    |
| SS - 3  | Mitsubishi | PKA-A18HA7/<br>PU-A18NKA7 | Ductless Mini Split<br>System | Room 300 D / Roof    |
| UH - 1  | Rittling   | RH063H01AA                | Hot Water Unit<br>Heater      | Mechanical Room West |

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# EQUIPMENT LIST

## BIG WALNUT LOCAL SCHOOLS – HIGH SCHOOL

| Asset # | Brand      | Model Number | Unit Type             | Area/Location    |
|---------|------------|--------------|-----------------------|------------------|
| AHU - 1 | Temptrol   |              | Air Handling Unit     | Roof             |
| AHU - 1 | Temptrol   |              | Air Handling Unit     | Roof             |
| AHU - 1 | Temptrol   |              | Air Handling Unit     | Roof             |
| AHU - 1 | Temptrol   |              | Air Handling Unit     | Roof             |
| AHU - 1 | Temptrol   |              | Air Handling Unit     | Roof             |
| AHU - 1 | Temptrol   |              | Air Handling Unit     | Roof             |
| AHU - 1 | Temptrol   |              | Air Handling Unit     | Roof             |
| AHU - 1 | Temptrol   |              | Air Handling Unit     | Roof             |
| AHU - 1 | Temptrol   |              | Air Handling Unit     | Roof             |
| AHU - 1 | Temptrol   |              | Air Handling Unit     | Roof             |
| AHU - 1 | Temptrol   |              | Air Handling Unit     | Roof             |
| SS - 1  | Mitsubushi |              | Ductless Split System | Indoor / Outdoor |
| SS - 2  | Mitsubushi |              | Ductless Split System | Indoor / Outdoor |
| SS - 3  | Mitsubushi |              | Ductless Split System | Indoor / Outdoor |
| SS - 4  | Mitsubushi |              | Ductless Split System | Indoor / Outdoor |
| SS - 5  | Mitsubushi |              | Ductless Split System | Indoor / Outdoor |
| SS - 6  | Mitsubushi |              | Ductless Split System | Indoor / Outdoor |
| SS - 7  | Mitsubushi |              | Ductless Split System | Indoor / Outdoor |
| SS - 8  | Mitsubushi |              | Ductless Split System | Indoor / Outdoor |
| SS - 9  | Mitsubushi |              | Ductless Split System | Indoor / Outdoor |
| SS - 10 | Mitsubushi |              | Ductless Split System | Indoor / Outdoor |
| SS - 11 | Mitsubushi |              | Ductless Split System | Indoor / Outdoor |
| SS - 12 | Mitsubushi |              | Ductless Split System | Indoor / Outdoor |

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# EQUIPMENT LIST

## BIG WALNUT LOCAL SCHOOLS – HIGH SCHOOL

| Asset #  | Brand    | Model Number | Unit Type                | Area/Location |
|----------|----------|--------------|--------------------------|---------------|
| CUH – 1  | Modine   |              | Hot Water Cabinet Heater |               |
| CUH – 2  | Modine   |              | Hot Water Cabinet Heater |               |
| CUH – 3  | Modine   |              | Hot Water Cabinet Heater |               |
| CUH – 4  | Modine   |              | Hot Water Cabinet Heater |               |
| CUH – 5  | Modine   |              | Hot Water Cabinet Heater |               |
| CUH – 6  | Modine   |              | Hot Water Cabinet Heater |               |
| CUH – 7  | Modine   |              | Hot Water Cabinet Heater |               |
| CUH – 8  | Modine   |              | Hot Water Cabinet Heater |               |
| CUH – 9  | Modine   |              | Hot Water Cabinet Heater |               |
| CUH – 10 | Modine   |              | Hot Water Cabinet Heater |               |
| CUH – 11 | Modine   |              | Hot Water Cabinet Heater |               |
| CUH – 12 | Modine   |              | Hot Water Cabinet Heater |               |
| UH - 1   | Sterling |              | Hot Water Unit Heater    |               |
| UH - 2   | Sterling |              | Hot Water Unit Heater    |               |
| UH - 3   | Sterling |              | Hot Water Unit Heater    |               |
| UH - 4   | Sterling |              | Hot Water Unit Heater    |               |
| UH - 5   | Sterling |              | Hot Water Unit Heater    |               |
| UH - 6   | Sterling |              | Hot Water Unit Heater    |               |
| UH - 7   | Sterling |              | Hot Water Unit Heater    |               |
| UH - 8   | Sterling |              | Hot Water Unit Heater    |               |
| UH - 9   | Sterling |              | Hot Water Unit Heater    |               |

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# SCOPE

| Furnace  |        |      |        |        |
|--|--------|------|--------|--------|
| Inspection / Maintenance Task  | Summer | Fall | Winter | Spring |
| Clean air filter for mini splits and change air filter on furnaces     | X      | X    | X      | X      |
| Check sequence of operation  | X      | X    | X      | X      |
| Inspect electrical connections and tighten as needed.                  | X      | X    | X      | X      |
| Inspect fan section  | X      | X    | X      | X      |
| Check integrity of all panels on equipment.                            | X      | X    | X      | X      |
| Lubricate field serviceable bearings.                                  | X      |      | X      |        |
| Visually check integrity of combustion chamber, burner and flue piping |        |      | X      | X      |
| Check burners and combustion chambers for possibility of leaks.        |        |      | X      | X      |

| Boiler   |        |      |        |        |
|--|--------|------|--------|--------|
| Inspection/Maintenance Task  | Summer | Fall | Winter | Spring |
| Check operating and safety controls  |        | X    | X      |        |
| Check electrical connections and tighten as needed.  |        | X    | X      |        |
| Check burner sequence of operation.  |        | X    | X      |        |
| Inspect burner assembly and clean as necessary.  |        | X    | X      |        |
| Check for evidence of build-up or fouling on heat exchange surfaces (tubes).<br>Clean as needed to ensure proper operation.  |        | X    | X      |        |
| Perform combustion test .  |        |      | X      |        |
| Check combustion chamber, burner and flue for deterioration, moisture problems, condensation, and combustion products. Clean, test and adjust combustion process for proper operation. |        | X    | X      |        |
| Check pressure relief valve and automatic water fill control.  |        | X    | X      |        |
| Inspect pilot igniter assembly to verify proper operation. Check and adjust electrodes where applicable. Adjust as needed.   |        | X    | X      |        |
| Check expansion, feed and/or condensate tanks.   |        | X    | X      |        |

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# SCOPE

| Roof Air Handling Unit   |        |      |        |        |
|--|--------|------|--------|--------|
| Inspection / Maintenance Task                                      | Summer | Fall | Winter | Spring |
| Inspect Air Filters.   | X      | X    | X      | X      |
| Check condensate line  | X      | X    |        | X      |
| Inspect fan section  | X      | X    | X      | X      |
| Check drive alignment, wear, seating and operation.                | X      | X    | X      | X      |
| Lubricate field serviceable bearings (where applicable)            | X      | X    | X      | X      |
| Check cooling and / or heating coil.                               | X      | X    | X      | X      |
| Check motor amperage   | X      | X    | X      | X      |
| Inspect electrical connections and tighten as needed.              | X      | X    | X      | X      |
| Check integrity of all panels on equipment.                        | X      | X    | X      | X      |
| Check drain pan for cracks and biological growth. Clean as needed. | X      | X    |        | X      |
| Check for proper damper operation. Adjust linkage as required.     | X      | X    | X      | X      |

| Air Cooled Condenser  |        |      |        |        |
|---|--------|------|--------|--------|
| Inspection / Maintenance Task   | Summer | Fall | Winter | Spring |
| Inspect electrical connections and tighten as needed.                 | X      | X    | X      | X      |
| Lubricate field serviceable bearings.                                 | X      | X    | X      | X      |
| Inspect fans  | X      | X    | X      | X      |
| Check integrity of all panels on equipment.                           | X      | X    | X      | X      |
| Inspect air-cooled condenser surfaces. Clean coil – Spring inspection | X      | X    | X      | X      |

| VAV Terminal Box  |        |      |        |        |
|---|--------|------|--------|--------|
| Inspection / Maintenance Task   | Summer | Fall | Winter | Spring |
| Verify setpoint temperature to actual room temperature through front end Building Automation System |        |      | X      |        |

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# SCOPE

| Chiller – Water Cooled                                       |        |      |        |        |
|--|--------|------|--------|--------|
| Inspection / Maintenance Task                                | Summer | Fall | Winter | Spring |
| Check UCM for fault codes, set points and lead lag operation | X      | X    |        | X      |
| Check electrical connections and tighten as needed.          | X      | X    |        | X      |
| Fill Tower (see Cooling Tower)                               |        |      |        | X      |
| Start chilled and condenser water pumps                      |        |      |        | X      |
| Remove oil sample and send to lab for testing and analysis   |        |      |        | X      |
| Check refrigerant system pressures and temperatures          | X      | X    |        | X      |
| Mechanically clean condenser tubes                           |        |      | X      |        |
| Check sub-cooling and super heat                             | X      |      |        | X      |
| Shut Chiller for season                                      |        | X    |        |        |
| Drain Cooling Tower (see Cooling Tower)                      |        | X    |        |        |

| Indoor Section Ductless System                              |        |      |        |        |
|---|--------|------|--------|--------|
| Inspection / Maintenance Task                               | Summer | Fall | Winter | Spring |
| Check and clean filter (where applicable).                  | X      | X    | X      | X      |
| Verify proper operation of thermostat control.              | X      | X    | X      | X      |
| Check P-Trap drain..  | X      | X    |        | X      |
| Inspect evaporator coil.                                    | X      | X    |        | X      |
| Check fan section   | X      | X    | X      | X      |
| Check integrity of all panels on equipment.                 | X      | X    | X      | X      |
| Lubricate field serviceable bearings.                       | X      | X    | X      | X      |
| Check drain pan, drain line and coil for biological growth. | X      | X    |        | X      |

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# SCOPE

| Cooling Tower   |        |      |        |        |
|---|--------|------|--------|--------|
| Inspection / Maintenance Task                                     | Summer | Fall | Winter | Spring |
| Inspect blow-down or drain valve.                                 | X      |      |        | X      |
| Inspect sump and strainer.  | X      | X    |        | X      |
| Inspect electrical connections and tighten as needed.             | X      | X    |        | X      |
| Inspect fan blades.   | X      | X    |        | X      |
| Lubricate field serviceable bearings.                             | X      |      |        |        |
| Check for proper water flow..                                     | X      |      |        | X      |
| Check for evidence of build-up or fouling on tower fill.          | X      |      |        |        |
| Drain tower and power wash sump.                                  |        | X    |        |        |
| Check cooling tower motor(s) and/or pump(s) for proper operation. | X      | X    |        | X      |
| Fill Cooling tower  |        |      |        | X      |

| Fan Coil / Hot Water Unit / Cabinet Heater                                 |        |      |        |        |
|--|--------|------|--------|--------|
| Inspection / Maintenance Task  | Summer | Fall | Winter | Spring |
| Check air filter and housing integrity (clean air filter where applicable) |        | X    |        | X      |
| Check P-Trap. (where applicable)   |        |      |        | X      |
| Check for proper operation of cooling or heating coil.                     |        | X    |        | X      |
| Inspect electrical connections and tighten as needed.                      |        | X    |        | X      |
| Check blower motor and housing assembly.                                   |        | X    |        | X      |
| Check integrity of all panels on equipment.                                |        | X    |        | X      |
| Lubricate field serviceable bearings. (where applicable)                   |        | X    |        | X      |





# SCOPE

| Exhaust / Return Fan                                     |        |      |        |        |
|--|--------|------|--------|--------|
| Inspection / Maintenance Task                            | Summer | Fall | Winter | Spring |
| Check fan belt tension and belt wear. (where applicable) | X      | X    | X      | X      |
| Check drive alignment, wear, bearing                     | X      | X    | X      | X      |
| Inspect fan blades.                                      | X      | X    | X      | X      |
| Lubricate field serviceable bearings                     | X      | X    | X      | X      |
| Inspect brackets and housing                             | X      | X    | X      | X      |

| Hot Water / Chilled Water / Condenser Water / Pump                      |        |      |        |        |
|---|--------|------|--------|--------|
| Inspection / Maintenance Task   | Summer | Fall | Winter | Spring |
| Inspect electrical connections and tighten as needed.                   |        | X    |        | X      |
| Check variable frequency drive for proper operation. (where applicable) |        | X    |        | X      |
| Inspect for drive alignment, wear, bearing and coupling                 |        | X    |        | X      |
| Lubricate field serviceable bearings.                                   |        | X    |        | X      |


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# PARTNERSHIP AGREEMENT

| CUSTOMER  | CONTRACTOR   |
|---|--|
| <b>BIG WALNUT LOCAL SCHOOLS</b><br><b>110 TIPPETT CT.</b><br><b>SUNBURY, OHIO 43074</b> | <br><b>CONTRACTORS   SERVICE   FABRICATION</b> |

**AGREEMENT TERMS: (Quarterly Maintenance – CEP, High School and Elementary)**

**INITIALS**

Start Date:

7/01/2023

Expiration Date:

6/30/2024

**High School**

Annual Investment: \$10,680  
Monthly Investment: \$ 890

**Prairie Run Elementary**

Annual Investment: \$ 7,200  
Monthly Investment: \$ 600

**Central Energy Plant**

Annual Investment: \$ 18,000  
Monthly Investment: \$ 1,500

**Total Monthly Billing:**

**\$ 2,990**

**Owner Directive Allowance:**

**\$ 5,000**

**Annual Total Investment:**

**\$40,880**

**Note:** Air Filters will be invoiced for separately. A quote will be submitted to Big Walnut for review and approval prior to proceeding.

TP Mechanical Representative

Print Name

Date

Customer Representative

Print Name

Date

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# TERMS & CONDITIONS

## TERMS AND CONDITIONS

The phrase “this Agreement” or “This Agreement” shall mean the full Agreement between the parties as evidenced by all pages included herein and any attachments (including all pages of attachments), and including Contractor’s Terms and Conditions as provided in this section.

Within this Agreement, the words “we”, “us”, “Contractor”, and “our” shall refer individually to TP Mechanical Contractors, Inc.

Within this Agreement the words “you”, “your”, and “Customer” refer to the customer or client that is obtaining services and/or materials from TP Mechanical Contractors, Inc. as identified on Page 1 of this Agreement.

Within this Agreement the word “parties” refers to both TP Mechanical Contractors, Inc. and Customer.

Customer hereby acknowledges, consents and agrees to comply with and be bound by all of the following terms and conditions.

1. **REVOCATION OR CHANGES OF PRICES OFFERED.** The costs/prices provided on Page 1 of this Agreement are revocable and/or subject to changes by Contractor until this Agreement is fully executed by an authorized representative of Customer and an authorized representative of Contractor. Full execution shall mean that Customer and Contractor have fully executed this Agreement by their signatures on Page 1 of this Agreement.
2. **ACKNOWLEDGMENT OF RECEIPT OF TERMS AND CONDITIONS.** Customer acknowledges the receipt of these Terms and Conditions as evidenced by Customer’s signature on Page 1 of this Agreement.
3. **TERMS AND CONDITIONS MANDATORY PART OF AGREEMENT BETWEEN THE PARTIES.** The parties agree that the terms and conditions provided in this section are a mandatory part of this Agreement. All pages of this Agreement including the Terms and Conditions section of this Agreement represents the entire agreement between the parties. No changes or modifications of this Agreement are permitted unless expressly provided in a subsequent written amendment or change order acknowledged and signed by the parties. In accordance with this provision, it is agreed between the parties that if a conflict should arise between terms and conditions of Customer and the terms and conditions of Contractor that Contractor’s terms and conditions shall govern and control.
4. **LIMITED SCOPE.** The scope of the services under this Agreement is limited to what is expressly stated in this Agreement, specifically the Scope of Work section, only. Contractor does not agree to provide any other services other those provided for in the Scope of Work section of this Agreement and Contractor shall not be held liable or responsible for anything outside of the scope provided. However, Customer and Contractor may agree to expand or modify the scope of what is being provided, but it must be done in writing and consented to by signatures of authorized agents from both parties. Any alteration or deviation from the Scope of Work or general maintenance terms involving extra costs shall commence only after fully executed amendments or change orders and will become an extra cost over and above the original costs stated to Customer and Customer agrees to pay these additional costs.
5. **EARLY TERMINATION.** Either party may terminate this Agreement by providing the other party a written notice of intent to terminate 30 days prior to the termination date. In the event Customer invokes this early termination provision then Customer shall be responsible for paying Contractor the prorated amount due under this Agreement up to the termination date and the unpaid/unreimbursed costs incurred by Contractor for materials or other reasonably related costs or expenses of Contractor during the tenure of this Agreement minus payments received by Contractor related to these items.







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6. **CONDITIONS OF SERVICE.** The guarantees and services provided under the scope of the agreement between the parties are conditioned upon the Customer operating and maintaining all systems and/or equipment. The Customer must do so according to industry accepted practices and in consideration of Contractor's recommendations.
7. **INSURANCE.** Customer or owner of premises where work is being completed must carry fire, tornado, and other necessary insurance. Workers are fully covered by Workers' Compensation Insurance.
8. **ASSIGNMENT.** Contractor may assign part or otherwise all of its rights and/or obligations under this Agreement to any party affiliated with Contractor.
9. **CONFIDENTIALITY.** The contents of this Agreement and the accompanying quote, proposal or offer and any other cost or pricing data are proprietary information generated by Contractor for the use only by Customer. Contents may not be copied or used for any purpose other than for evaluation by the Customer. Any other use than that described above is prohibited unless authorized in writing by Contractor.
10. **AUTHORIZED PURCHASERS.** You agree that we may rely on all reasonable representations of persons representing themselves to be your authorized agents with authority to make service orders or purchases against your account unless you have provided to Contractor a list of authorized representative for service orders/purchases in writing.
11. **CUSTOMER PROCURING WORK FOR THIRD PARTIES.** Customer shall be responsible for all charges and amounts in connection with all transactions requested by Customer and its authorized agents, whether or not Customer (or such agent) is acting on Customer's own behalf, or as an agent, disclosed or undisclosed, for any third party. If Customer is acting as an agent for a third party, in addition to all other requirements of this Agreement, Customer shall provide Contractor, in writing, prior to the delivery of any product or service hereunder, with the name, address, correct legal name, type of legal entity, and identity, as applicable, of all officers, owners, shareholders of third party for which Customer is procuring work for.
12. **GENERAL PAYMENT TERMS.** The price to Customer for the services and materials provided under this Agreement (and any payment plan or staggered payment terms, if any) are as provided in Page 1 of this Agreement in addition to any possible price increases as stated in Provision No. 14 below, and Customer specifically agrees to pay to Contractor these amounts. Contractor will invoice Customer at the intervals stated on Page 1 of this Agreement or as otherwise agreed by the parties and Customer agrees to make payments timely and failure to do so will be deemed a breach of this Agreement by Customer. With exception of any down payments or deposits required for work to begin under this Agreement, Customer agrees to pay all invoices on the stated due date or within thirty 30 days of the invoice sent date, whichever is later. Should any payment be past due by 45 days Contractor reserves the right to discontinue services and/or materials and, at its option, terminate this Agreement. In the event of cancellation of this Agreement by Contractor due to Customer's failure to comply with making timely payment(s) Customer is then responsible for paying Contractor for the list price of its labor, materials or other reasonably related costs or expenses of Contractor during the tenure of this Agreement minus payments received by Contractor.
13. **PRICE INCREASES.** In the event that the cost of materials required under this Agreement increases by more than 10% of the current market prices at the time of the acceptance by Customer of this Agreement Contractor reserves the right to increase the pricing under this Agreement accordingly and Contractor will inform Customer of the price increase within a reasonable time.
14. **USE OF PURCHASE ORDERS.** In the event Customer is utilizing purchase orders to facilitate work under this Agreement or to facilitate payments to Contractor from Customer then Contractor will use reasonable efforts to reflect Customer's purchase order numbers on Contractor's invoices. However, the presence or absence of a purchase order number on Contractor's invoices shall in no way affect Customer's obligation to pay the invoices.
15. **RETURNED PAYMENT FEE.** We will impose and you agree to pay a \$35.00 charge to us for each payment received that is returned as unpaid for any reason including but not limited to insufficient funds in the drawer's or remitter's account.
16. **PAYMENT APPLICATION.** Customer agrees to furnish remittance detail with payment. If a remittance detail is not provided with a payment Contractor will apply payment in Contractor's discretion. For balances that are subject to finance charges or returned payment fees we may apply the payment first to any finance charge or returned payment fees and then to all unpaid charges for the services or materials provided.





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17. **ARBITRATION.** With the exception of lawsuits initiated by Contractor or Contractor's assignee for collection of amounts due to Contractor or Contractor's assignee under this Agreement, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and judgment upon the award rendered by the administrator(s) may be entered in any court having jurisdiction thereof, provided however, that this shall be in addition to any rights and remedies available to Contractor under applicable mechanic's lien laws or bond rights. Each party shall bear their own costs of any arbitration proceeding including but not limited to any costs required to initiate the arbitration proceeding.
18. **WORK BY UNAUTHORIZED PARTIES OR INDIVIDUALS.** Contractor shall be relieved of its obligations under this Agreement should any non-authorized individuals or parties perform any work on any equipment provided by Contractor for purposes of this Agreement before Contractor's work under this Agreement has been completed or before being permitted to do so by Contractor.
19. **PAST DUE INVOICES.** For any invoice past due we may assess, at our option, and you agree to pay a finance charge of 9% annual interest accrued daily, or the maximum rate permitted by law, on any past due invoice beginning when the invoice becomes past due, until the past due balance is paid in full. Furthermore, any amounts past due from Customer to Contractor are subject to be turned over to a collections company or to attorneys hired by Contractor for enforcement of payment obligations and in that event, Customer agrees to pay Contractor a 15% surcharge on all amounts and invoices past due.
20. **LIENS.** You agree and acknowledges that non-payment under this Agreement may result in a mechanics' liens being placed on the property where the work was performed in addition to any other remedies available to Contractor to ensure payment for Contractor's services and materials provided to you.
21. **DELAY OF DELIVERY OF MATERIALS.** Contractor assumes no loss of productivity or profits due to any system failures where the delivery of material is delayed through no fault of Contractor. The Customer shall not hold Contractor liable for costs associated with any such delay.
22. **SUBCONTRACTORS.** Customer hereby approves the use of any sub-contractor to carry out any work or the supply of services under this Agreement without prior written permission of Customer. The permission of Customer to Contractor to contract out work or the supply of services shall not in any way alter the responsibilities of the Customer or Contractor under this Agreement.
23. **FORCE MAJEURE.** A delay in a Contractor's performance under this Agreement may be temporarily excused, to the extent Contractor cannot complete and deliver the services provided for in the Agreement, or Customer cannot accept delivery or use of services, but only if such delay is the direct result of an Excusable Delay. An "Excusable Delay" means cause or event not within the reasonable control of one of the parties and which is not attributable to that party's fault or negligence. Excusable Delay may be attributed to but not limited to fire, war, flood, quarantine, terrorism, or explosion. A party claiming Excusable Delay shall provide prompt written notice to the other party of the event causing such event, the anticipated delay and the efforts underway and planned to overcome such delay. Furthermore, it is agreed between the parties that Contractor shall not be responsible for delays due to workforce strikes or accidents beyond Contractor's control.
24. **WORKMANSHIP & MATERIAL.** All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices.
25. **EQUIPMENT STATUS & DISCLOSURES.** Unless otherwise stated in the Scope of Work section or other part of this Agreement Contractor shall assume that all pieces of equipment are in proper working condition. Customer shall disclose to Contractor all non-working equipment related to the scope of this Agreement before Contractor commences work.





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27. **EQUIPMENT REPAIR & MAINTENANCE.** Contractor shall inspect and report any malfunctions and defects within thirty (30) days after commencement of this Agreement. If the equipment cannot be operated within the thirty (30) day period due to season conditions or other factors after completion of the inspection, it shall be the responsibility of Contractor to make recommendations and to assist the Customer in restoring the equipment to proper operating condition. However, all of the restoration costs shall be the responsibility of the Customer unless otherwise stated in this Agreement or in a subsequent amendment to this Agreement. Contractor shall not be liable for any equipment or damages therefrom covered under this Agreement if the recommendations from Contractor to Customer are not accepted by Customer to be utilized or put into place.
28. **EQUIPMENT DISCONNECTIONS.** Customer is hereby notified that any system(s)/device(s)/equipment listed anywhere in this Agreement including but not limited to the Scope of Work section will be temporarily or permanently disconnected and no longer in service and, thus, cannot detect, perform and/or report occurrences of transmit signals during the time of maintenance or inspection.
29. **REPAIR OF EXISTING SYSTEMS.** Where replacement is required in the maintenance of an existing system, any deficiencies detected in any existing system during testing of the system are solely the responsibility of the Customer and are not covered by any Limited Warranty that may be applicable to the labor and/or materials. Customer hereby indemnifies and releases Customer from any and all claims arising out of or relating to the existing system and any damage, loss or injury caused by or to the existing system.
30. **EMERGENCY SERVICES/SERVICE CALLS.** It is understood between the parties that the work to be performed under this Agreement shall occur at times within Mondays-Fridays between the hours of 7:30am – 4:30pm. Contractor, if requested by Customer, may or may not provide emergency service calls outside of the normal hours referenced in this provision but if so provided these types of emergency services are subject to additional costs at rates determined by Contractor. If Customer elects to engage Contractor for emergency services Customer agrees to pay the additional costs to Contractor. If emergency services are provided it is agreed between the parties that the repair, replacement and emergency services will be provided only for the functional internal components and maintainable parts (such as motors and compressors) of the equipment listed in the Scope of Work section of this Agreement.
31. **COMMUNICATION BETWEEN PARTIES.** Customer agrees to supply Contractor with the name and contact information of a designated Maintenance Coordinator. The Maintenance Coordinator will serve as the point of contact between Customer and Contractor. Customer agrees and warrants that the Maintenance Coordinator will cooperate with Contractor to answer necessary questions or concerns of Contractor. Customer agrees that the Maintenance Coordinator will inform Contractor of any problems or concerns with the work being performed on a timely basis. Contractor shall not be liable for any issues relating to matters of which they were not informed on a timely basis.
32. **RIGHT TO CURE.** In the event Customer believes there has been a defect in the work performed by Contractor, Customer agrees that before commencing arbitration or litigation that Customer shall give Contractor a written notice of such alleged defect and allow Contractor a reasonable time to investigate and remedy the alleged defect. Contractor reserves its rights under applicable law, including but not limited to Ohio Revised Code Chapter 1312 and Chapter 4722, in regard to remediation of all defects.
  - A. If Contractor's services to Customer are for or related to a project regarding construction or substantial rehabilitation of a residential building Customer is hereby advised and noticed as follows: **OHIO LAW CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT OR COMMENCE ARBITRATION PROCEEDINGS FOR DEFECTIVE CONSTRUCTION AGAINST THE RESIDENTIAL CONTRACTOR WHO CONSTRUCTED YOUR HOME. AT LEAST SIXTY DAYS BEFORE YOU FILE A LAWSUIT OR COMMENCE ARBITRATION PROCEEDINGS, YOU MUST PROVIDE THE CONTRACTOR WITH A WRITTEN NOTICE OF THE CONDITIONS YOU ALLEGE ARE DEFECTIVE. UNDER CHAPTER 1312. OF THE OHIO REVISED CODE, THE CONTRACTOR HAS AN OPPORTUNITY TO OFFER TO REPAIR OR PAY FOR THE DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER THE CONTRACTOR MAKES. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER STATE LAW, AND FAILURE TO FOLLOW THEM MAY AFFECT YOUR ABILITY TO FILE A LAWSUIT OR COMMENCE ARBITRATION PROCEEDINGS.**







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33. **EXCLUDED ITEMS/SERVICES.** Notwithstanding Provision 4 of this Agreement that all services covered under this Agreement are only those as stated in the Scope of Work section of this Agreement. Contractor hereby, for clarification and for reference, expressly informs Customer that the following services are not included under this Agreement, will not be provided by Contractor, and that Contractor will not be responsible for the below listed items/services. Furthermore, Customer hereby consents to the below exclusions.
- a. Identification; detection; abatement; encapsulation or removal of asbestos or any products or materials containing asbestos; or any products or materials that are classified as hazardous.
  - b. Any structural support engineering or installation;
  - c. Engineered drawings for permits;
  - d. Roof cutting, patching, and flashing;
  - e. Draining or repairing of existing building water systems;
  - f. Work performed outside of normal business hours / work involving overtime to workers performing work on behalf of Contractor;
  - g. Utility company fees of any kind;
  - h. Disconnection, connection, or any work related to fire or life safety systems;
  - i. Energy management;
  - j. Repairs required due to improper or inadequate water treatment;
  - k. Monitoring systems; and
  - l. Upgrading of existing electrical systems for connection of new systems.
  - m. Repair and replacement of unserviceable portions of Customer's systems and equipment including but not limited to duct work, furnace heat exchangers, shell and tube heat distribution system, valve bodies, coils, pipe insulation, glycol, storage tanks, piping systems, structural supports, etc.
  - n. For refrigeration systems such as walk-in boxes, reach-in boxes, repair or replacement of hardware such as door handles, cabinet gaskets, closing mechanisms or related parts.
  - o. Services for malfunctions or breakdowns of equipment caused by improper operation, negligence, vandalism or alterations, modifications, abuse or misuse by anyone otherwise than an authorized representative of TP Mechanical.
34. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the state of Ohio.
35. **UNENFORCEABLE PROVISIONS.** If any term, covenant, warranty, paragraph, clause, condition, or provision of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated, and this Agreement shall be construed as if the invalid, void, or unenforceable provisions were omitted.
36. **HEADINGS/TITLES OF THESE TERMS & CONDITIONS.** The bolded headings/titles following any provision number of these terms and conditions are for reference and convenience only and shall not be used to construe or interpret these terms and conditions.

