RESOLUTION 2023-23

AN RESOLUTION AUTHORIZING AND DIRECTING THE VILLAGE ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH EARL MECHANICAL SERVICES, INC <u>FOR PREVENTATIVE</u> <u>MAINTENANCE OF HVAC (HEATING, VENTILATION & AIR CONDITIONING) SYSTEMS</u>

BE IT ORDAINED, by the Council of the Village of Swanton, Ohio, two-thirds (2/3) of the members elected thereto concurring and as follows:

Section One. That the Village Administrator, is hereby authorized and directed to enter into an agreement with Earl Mechanical Services for <u>Preventative Maintenance of HVAC (Heating, Ventilation & Air Conditioning) Systems</u> outlined in "Exhibit A."

Section Two. That it is found and determined that all formal actions of this Village Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Village Council, and that all deliberations of this Village Council and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section Three. This resolution shall be in full force and effective immediately upon passage.

Vote on Passage

Moved: Pilliod

Second: S. Disbrow

YEAS: 4

NAYS: 0

Date of Passage: August 14, 2023

Neil Toeppe, Mayor

Attest:

I, Holden Benfield, Fiscal Officer of the Village of Swanton, do hereby certify that this is a true and accurate copy of Resolution 2023-23, passed on August 14, 2023.

Holden Benfield, Fiscal Officer

Colden Berlie

Resolution 2023-23

Page 1 of 1

"Exhibit A"



EARL MECHANICAL SERVICES, INC.

12288 County M Road Wauseon, OH 43567 419-337-7552 or 419-826-9999 Fax: 419-337-1026 OH License #16435

Prepared For:
Swanton Fire Department
432 Church Street
Swanton, Ohio 43558
419-826-7206

2023

Preventive Maintenance Agreement

SCOPE OF WORK

This Preventive Maintenance Agreement includes the following scope of service to be provided for your building and on the equipment described in the "List of Maintained Equipment".

Scheduled Inspections

Earl Mechanical Services, Inc. will provide (2) comprehensive annual inspections, (2) filter and belt changes and (1) coil cleaning after cottonwood season per year for all RTU's in accordance with the Equipment Tasking Procedures. The maintenance tasking procedures which our technicians follow, are determined by the manufacturer's recommendations, equipment application and our extensive experience.

Planned Maintenance

Filter Maintenance -Filter will be supplied and changed by Earl Mechanical Belt Maintenance — Belts will be supplied and changed by Earl Mechanical Cooling Comprehensive-Inspection one (1) time per year Heating Comprehensive-Inspection one (1) time per year Coil Cleaning — provided one (1) time per year Parts- Will be billed as a separate line item

EQUIPMENT TASKING PROCEDURE

Service Agreement

This Preventive Maintenance Agreement is designed to provide the customer with a comprehensive service program. This program will be planned, scheduled, managed, and monitored by Earl Mechanical Services, Inc.

Preventive Service

Preventive maintenance service intervals for systems and equipment are determined by run time, system use, application, physical location, and manufacturer's recommendations. This information, along with our practical experience, assures that the customer receives the most cost-effective service program available.

Typical preventive maintenance service includes, but is not limited to, the following services:

COMPREHENSIVE ANNUAL INSPECTION

RTU Cooling

1) Tasks

- a) Inspect for leaks
- b) Check superheat or subcooling as required per system
- c) Check the sheaves and pulleys for wear and alignment
- d) Check the belts for tension, wear, cracks and/or glazing
- e) Verify clean condenser and evaporator
- f) Verify clean evaporator fan
- g) Verify clean air filters
- h) Verify proper damper operation
- i) Check mechanical linkages for wear, tightness, and clearances
- i) Check the operation and setup of the system control board
- k) Check the VFD, if applicable
- 1) Verify the blower operation
- m) Verify smooth operation of the compressors and fans
- n) Provide an inspection form, and indicate any uncorrected deficiencies detected on service ticket.

2) Lubrication

- a) Lubricate damper bearings, if applicable
- b) Lubricate motor bearing, if applicable
- c) Lubricate fan bearings
- d) Check oil level in the compressor(s), if applicable
- e) Check oil for acid content and discoloration.

3) Controls and Safeties

- a) Verify the operation of the discharge air temperature control device
- b) Verify the operation of the outside air temperature control device
- c) Verify the operation of the mixed air temperature control device
- d) Test the operation of the high condenser pressure safety device.
- e) Test the operation of the low evaporator pressure safety device.
- f) Test the operation of the low temperature safety device.
- g) Test the operation of the low oil pressure safety device, if applicable.
- h) Verify the operation of the static pressure control

4) Motor and Starter

- a) Clean the starter and cabinet
- b) Inspect wiring and connections for tightness and signs of overheating and discoloration
- c) Check the contactors for free and smooth operation
- d) Meg the compressor motor(s) and record readings
- e) Verify the tightness of the compressor motor terminal connections
- f) Verify the operation of the compressor oil heater(s).

COMPREHENSIVE ANNUAL INSPECTION RTU Heating

Gas Heat Option

1) Tasks

- a) Visually inspect the heat exchanger
- b) Inspect the combustion air blower fan and clean, if required
- c) Lubricate the combustion air blower fan motor, if applicable
- d) Verify the operation of the combustion air flow-proving device, if applicable
- e) Verify the operation of the flame detection device
- f) Test the operation of the high temperature limit switch
- g) Verify the integrity of the flue system
- h) Verify the operation of the operating controls
- i) Verify the burner sequence of operation
- j) Verify proper gas pressure to the unit and/or at the manifold, if applicable
- k) Perform combustion test, make adjustment as necessary.

Electric Heat Option

2) Tasks

- a) Inspect wiring and connection for tightness and signs of overheating and discoloration
- b) Check and calibrate operating and safety controls, if applicable
- c) Verify the operation of the heating elements
- d) Check voltage and amperage and compare readings with the watt rating on the heater.

Hot Water/Steam Heat Operation

3) Tasks

- a) Inspect control valves and traps
- b) Check and calibrate all operating and safety controls
- c) Verify the operation of the heating coils
- d) Verify the operation of the unit low temperature safety device.

LIST OF MAINTAINED EQUIPMENT

Brand Name	Model	Serial	Unit Type	Location	#Viși
Trane	YSC060G3EHA01	174311743L	RTU	Roof	3
American Standard	YSC060G3RHB04C000A1	194612484L	RTU	Roof	3
Field Verify	Field Verify	Field Verify	Water Heater	Closet	2
Field Verify	Field Verify	Field Verify	Water Heater	Closet	2
Field Verify	Field Verify	Field Verify	Radiant Tube Heater	Truck Garage	1

Emergency and Trouble Call Coverage

Even with the comprehensive care provided in this agreement, occasional failures can occur. We will provide emergency response between scheduled visits. Monday through Sunday, including holidays, 24 hours per day to minimize down time. The cost of emergency visits and subsequent repairs deemed necessary are not included in the Agreement.

Overtime rates will be at time and a half. Sunday and holiday rates will be double time.

Additional Program Elements

Refrigerant Containment Service – We will leak test and report needed repairs on any equipment found low of refrigerant. We will use recovery, recycling, and reclamation of your refrigerant as appropriate to minimize cost of replacement refrigerant. Such work will be done per all federal, state, and local regulatory guidelines.

Service Documentation – We will document all scheduled and unscheduled service work showing the time, date, name of service technician, equipment identification and a brief description of work. This documentation will be available upon request.

Performance Assurance Program – We will meet with you annually, or more frequently upon request, to evaluate and make modifications, if necessary, to this Preventive Maintenance Program to assure that it continues to meet your business and technical requirements.

Preferred Hourly Rate – The preferred hourly rate listed on the pricing page will be used on all plumbing and HVAC services.

Administration and Reporting

Completed service calls are documented by a detailed service report to ensure the customer that services have been performed and the appropriate tasks are complete.

Commitment to Excellence

In partnership with our customers, we promise to deliver a quality service program by understanding and meeting the customers' expectations.

A periodic review of our performance will be held with the customer. Discussions will include quality of work, customer concerns, and changes needed.

PROGRAM TEAM

Chrissy Earl, Controller & Contract Administrator

As your Billing Coordinator, Chrissy is responsible for handling all invoicing per the terms and conditions of this agreement.

Phone 419-337-7552

Email: chrissy@earlmechanical.com

Chris Williams, Service Manager

Chris is responsible for all field operations.

Phone 419-337-7552

Email: cwilliams@earlmechanical.com

April Kuckuck, Dispatch Coordinator

April will schedule your Preventive Maintenance visits and any additional calls you may have for service.

Phone: 419-337-7552

Email: april@earlmechanical.com

David Van Allsburg, Service Project Manager

David is responsible for overseeing service construction projects one may have.

Phone 419-337-7552

Email: davidv@earlmechanical.com

Matt Earl, VP, & SR Project Manager

Matt is responsible for overseeing all work and assisting with bidding large construction projects one may have.

Phone 419-337-7552

Email: matte@earlmechanical.com

Jeff Earl, President

As President of Earl Mechanical Services, Inc., Jeff manages the overall focus of our company.

Phone 419-337-7552

Email: jearl@earlmechanical.com

COST PROPOSAL

The Preventive Maintenance Agreement described herein will be for one (1) term beginning with the signature date of this agreement. Either party may terminate this agreement with written notice sixty (60) days before the anniversary date of the agreement.

Annual increases, if any, will be submitted and approved by both parties prior to the first visit of the new Agreement.

Your cost for the year beginning 9/1/2023 will be \$5,365.00

You will be invoiced on a bi-annual basis in the amount of \$2,682.50.

Preferred Hourly Rate: \$125.00 will be charged for all services not covered under this agreement.

Payment terms are thirty (30) days after date of invoice. Earl Mechanical Services, Inc. reserves the right to discontinue services anytime payments have not been made as agreed. Failure to make payments when due or impairment of customer's credit shall relieve Earl Mechanical Services, Inc. of any obligations pertaining to work or performance of work.

Agreement coverage begins September 1, 2023 and ends August 31, 2024.

Please sign in the space provided below as your acceptance of this Agreement.

CUSTOMER:	EARL MECHANICAL SERVICES, INC.:
CUSTOMER: Signature Sharter Sharter	Signature
Printed Name Shannan Shulters	Printed Name
THE Administrator	Title
Date_8-15-23	Date
Purchase Order Number	Contract Number

EARL MECHANICAL SERVICES, INC. Preventive Maintenance Agreement TERMS AND CONDITIONS

GENERAL

- Earl Mechanical Services, Inc. agrees to perform all work in a careful and workman-like manner and to furnish only materials
 of good quality, equal or comparable to manufacturer's specifications.
- The customer will provide reasonable access to all areas and equipment, and will allow Earl Mechanical Services, Inc. to stop and start equipment as may be necessary to fulfill the terms of the agreement.
- 3. Work will be performed during normal working hours Monday thru Friday (7:30 till 4:00). Any emergency service required outside of normal working hours will be billed at a premium rate. Current labor rate is \$125.00 per hour during normal working hours, \$187.50 per hour for overtime and Saturdays, and \$250.00 per hour on Sundays or Holidays.
- 4. The customer will notify Earl Mechanical Services, Inc. of any defect in the system promptly when it becomes known to them.
- If any emergency call is made at the customer's request and no defect is found to be present, Earl Mechanical Services, Inc. may charge the customer at the preferred customer rate for such services.
- 6. Payment for this maintenance agreement will be made in advance of the period during which the service is provided.
- Earl Mechanical Services, Inc. may adjust the price of this agreement and the cost of labor rates annually on the anniversary date to reflect prevailing labor and material costs unless otherwise noted.
- 8. If the system(s) or equipment covered is altered, modified, changed, or relocated, then this agreement may be adjusted accordingly or terminated.

LIMITATIONS OF LIABILITY AND INDEMNITIES

- Earl Mechanical Services, Inc. will not be liable for damage or loss caused by delay in installation or interrupted service
 due to fire, flood, corrosive substance in the air, strike, lockout, dispute with workmen, inability to obtain material or
 services, commotion, war, act of God, or any other cause beyond Earl Mechanical Services, Inc.'s reasonable control.
- 2. In no event, whether as a result of breach of contract, or any tort including negligence or otherwise shall Earl Mechanical Services, Inc. or its suppliers, employees or agents be liable for any special, consequential, incidental, or penal damage including, but not limited to loss of profit or revenues, loss of use of any products, machinery, equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, down time costs, lost profits, or claims of buyer's customers for such damages.
- 3. Earl Mechanical Services, Inc. warrants materials only to the extent and for the time-period said materials are warranted to Earl Mechanical Services, Inc. by the manufacturer(s). Earl Mechanical Services, Inc.'s liability, if any, upon any warranty, either expressed or implied, shall be limited to replacement of defective materials and correction of faulty workmanship which is in violation of local, state, or federal building codes at the time of performance of the work by Earl Mechanical Services, Inc.
- 4. No warranty expressed or otherwise is given and no other affirmation of Earl Mechanical Services, Inc., by word or action, shall constitute a warranty. This warranty is expressly in lieu of any other expressed or implied warranty including any implied warranty of merchantability of fitness, and any other obligation on the part of Earl Mechanical Services, Inc.



EARL MECHANICAL SERVICES, INC.

12288 County M Road Wauseon, OH 43567 419-337-7552 or 419-826-9999 Fax: 419-337-1026 OH License #16435

Prepared For:
Swanton Public Works Building
204 Bassett Ave
Swanton, Ohio 43558
419-826-2531

2023

Preventive Maintenance Agreement

SCOPE OF WORK

This Preventive Maintenance Agreement includes the following scope of service to be provided for your building and on the equipment described in the "List of Maintained Equipment".

Scheduled Inspections

Earl Mechanical Services, Inc. will provide (1) comprehensive annual inspections, in accordance with the Equipment Tasking Procedures. The maintenance tasking procedures which our technicians follow, are determined by the manufacturer's recommendations, equipment application and our extensive experience.

Planned Maintenance

Filter Maintenance -Filter will be supplied and changed by Earl Mechanical Belt Maintenance - Belts will be supplied and changed by Earl Mechanical Heating Comprehensive-Inspection one (1) time per year Parts- Will be billed as a separate line item

EQUIPMENT TASKING PROCEDURE

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Typical preventive maintenance service includes, but is not limited to, the following services:

COMPREHENSIVE ANNUAL INSPECTION Unit Heater

1) Tasks

- a) Inspect the unit for cleanliness
- b) Inspect the heat exchanger
- c) Inspect burner assembly
- d) Clean burner and pilot assembly
- e) Inspect the fan/blower wheel and shaft for wear and clearance
- f) Check the sheaves and pulleys for wear and alignment if applicable
- g) Check belts if applicable
- h) Check dampers for wear, security and linkage adjustment if applicable
- i) Verify rotation and smooth fan operation
- j) Check exhaust motor if applicable
- k) Check actuators if applicable

2) Lubrication

- a) Lubricate the fan shaft bearings, if applicable.
- b) Lubricate the motor bearings, if applicable.

3) Controls and Safeties

- a) Test the operation of the safety device, if applicable.
- b) Verify the operation of the control system and dampers while the unit is operating.

4) Motor and Starter/VFD

- a) Clean the starter and cabinet.
- b) Inspect the wiring and connections for tightness and signs of overheating and discoloration. This includes wiring to the electric heat, if applicable.
- c) Check the condition of the contacts for wear and pitting.
- d) Check the contactors for free and smooth operation.

5) Documentation

a) Attach any issues to service reports

LIST OF MAINTAINED EQUIPMENT

Brand Name	Model	Serial	Unit Type	Location	# Visits	
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Field verify	rieid veiliy	ricia verny	National Tube Heater	Shop	+ +	
				1		
Field Verify	Field Verify	Field Verify	Unit Heater	Shop	1	
Field Verify	Field Verify	Field Verify	Unit Heater	Shop	1	
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Field Verify	FICIU VEITIY	I ICIA VELILY	Onit riediter	Siloh	1 1	

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Overtime rates will be at time and a half. Sunday and holiday rates will be double time.

Additional Program Elements

Refrigerant Containment Service – We will leak test and report needed repairs on any equipment found low of refrigerant. We will use recovery, recycling, and reclamation of your refrigerant as appropriate to minimize cost of replacement refrigerant. Such work will be done per all federal, state, and local regulatory guidelines.

Service Documentation – We will document all scheduled and unscheduled service work showing the time, date, name of service technician, equipment identification and a brief description of work. This documentation will be available upon request.

Performance Assurance Program – We will meet with you annually, or more frequently upon request, to evaluate and make modifications, if necessary, to this Preventive Maintenance Program to assure that it continues to meet your business and technical requirements.

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Completed service calls are documented by a detailed service report to ensure the customer that services have been performed and the appropriate tasks are complete.

Commitment to Excellence

In partnership with our customers, we promise to deliver a quality service program by understanding and meeting the customers' expectations.

A periodic review of our performance will be held with the customer. Discussions will include quality of work, customer concerns, and changes needed.

PROGRAM TEAM

Chrissy Earl, Controller & Contract Administrator

As your Billing Coordinator, Chrissy is responsible for handling all invoicing per the terms and conditions of this agreement.

Phone 419-337-7552

Email: chrissy@earlmechanical.com

Chris Williams, Service Manager

Chris is responsible for all field operations.

Phone 419-337-7552

Email: cwilliams@earlmechanical.com

April Kuckuck, Dispatch Coordinator

April will schedule your Preventive Maintenance visits and any additional calls you may have for service.

Phone: 419-337-7552

Email: april@earlmechanical.com

David Van Allsburg, Service Project Manager

David is responsible for overseeing service construction projects one may have.

Phone 419-337-7552

Email: davidv@earlmechanical.com

Matt Earl, VP, & SR Project Manager

Matt is responsible for overseeing all work and assisting with bidding large construction projects one may have.

Phone 419-337-7552

Email: matte@earlmechanical.com

Jeff Earl, President

As President of Earl Mechanical Services, Inc., Jeff manages the overall focus of our company.

Phone 419-337-7552

Email: jearl@earlmechanical.com

COST PROPOSAL

The Preventive Maintenance Agreement described herein will be for one (1) term beginning with the signature date of this agreement. Either party may terminate this agreement with written notice sixty (60) days before the anniversary date of the agreement.

Annual increases, if any, will be submitted and approved by both parties prior to the first visit of the new Agreement.

Your cost for the year beginning 9/1/2023 will be \$2,590.00

You will be invoiced on a bi-annual basis in the amount of \$1,295.00

Preferred Hourly Rate: \$125.00 will be charged for all services not covered under this agreement.

Payment terms are thirty (30) days after date of invoice. Earl Mechanical Services, Inc. reserves the right to discontinue services anytime payments have not been made as agreed. Failure to make payments when due or impairment of customer's credit shall relieve Earl Mechanical Services, Inc. of any obligations pertaining to work or performance of work.

Agreement coverage begins September 1, 2023 and ends August 31, 2024.

Please sign in the space provided below as your acceptance of this Agreement.

CUSTOMER:	EARL MECHANICAL SERVICES, INC.:
Signature Sharen Sharters	Signature
Printed Name Shannon Shutlers	Printed Name
THE Administrator	Title
Date_ 8:15:23	Date
Purchase Order Number	Contract Number

EARL MECHANICAL SERVICES, INC. Preventive Maintenance Agreement TERMS AND CONDITIONS

GENERAL

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- 5. If any emergency call is made at the customer's request and no defect is found to be present, Earl Mechanical Services, Inc. may charge the customer at the preferred customer rate for such services.
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- If the system(s) or equipment covered is altered, modified, changed, or relocated, then this agreement may be adjusted accordingly or terminated.

LIMITATIONS OF LIABILITY AND INDEMNITIES

- Earl Mechanical Services, Inc. will not be liable for damage or loss caused by delay in installation or interrupted service
 due to fire, flood, corrosive substance in the air, strike, lockout, dispute with workmen, inability to obtain material or
 services, commotion, war, act of God, or any other cause beyond Earl Mechanical Services, Inc.'s reasonable control.
- In no event, whether as a result of breach of contract, or any tort including negligence or otherwise shall Earl Mechanical Services, Inc. or its suppliers, employees or agents be liable for any special, consequential, incidental, or penal damage including, but not limited to loss of profit or revenues, loss of use of any products, machinery, equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, down time costs, lost profits, or claims of buyer's customers for such damages.
- 3. Earl Mechanical Services, Inc. warrants materials only to the extent and for the time-period said materials are warranted to Earl Mechanical Services, Inc. by the manufacturer(s). Earl Mechanical Services, Inc.'s liability, if any, upon any warranty, either expressed or implied, shall be limited to replacement of defective materials and correction of faulty workmanship which is in violation of local, state, or federal building codes at the time of performance of the work by Earl Mechanical Services, Inc.
- 4. No warranty expressed or otherwise is given and no other affirmation of Earl Mechanical Services, Inc., by word or action, shall constitute a warranty. This warranty is expressly in lieu of any other expressed or implied warranty including any implied warranty of merchantability of fitness, and any other obligation on the part of Earl Mechanical Services, Inc.



EARL MECHANICAL SERVICES, INC.

12288 County M Road Wauseon, OH 43567 419-337-7552 or 419-826-9999 Fax: 419-337-1026 OH License #16435

Prepared For:
Swanton Municipal Buildings
219 Chestnut Street
Swanton, Ohio 43558
419-826-9515

2023

Preventive Maintenance Agreement

SCOPE OF WORK

This Preventive Maintenance Agreement includes the following scope of service to be provided for your building and on the equipment described in the "List of Maintained Equipment".

Scheduled Inspections

Earl Mechanical Services, Inc. will provide (2) comprehensive annual inspections, (2) filter and belt changes and (1) coil cleaning after cottonwood season per year for all RTU's in accordance with the Equipment Tasking Procedures. The maintenance tasking procedures which our technicians follow, are determined by the manufacturer's recommendations, equipment application and our extensive experience.

Planned Maintenance

Filter Maintenance -Filter will be supplied and changed by Earl Mechanical
Belt Maintenance - Belts will be supplied and changed by Earl Mechanical
Cooling Comprehensive-Inspection one (1) time per year
Heating Comprehensive-Inspection one (1) time per year
Coil Cleaning - provided one (1) time per year
Parts- Will be billed as a separate line item

EQUIPMENT TASKING PROCEDURE

Service Agreement

This Preventive Maintenance Agreement is designed to provide the customer with a comprehensive service program. This program will be planned, scheduled, managed, and monitored by Earl Mechanical Services, Inc.

Preventive Service

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Typical preventive maintenance service includes, but is not limited to, the following services:

COMPREHENSIVE ANNUAL INSPECTION

RTU Cooling

1) Tasks

- a) Inspect for leaks
- b) Check superheat or subcooling as required per system
- c) Check the sheaves and pulleys for wear and alignment
- d) Check the belts for tension, wear, cracks and/or glazing
- e) Verify clean condenser and evaporator
- f) Verify clean evaporator fan
- g) Verify clean air filters
- h) Verify proper damper operation
- i) Check mechanical linkages for wear, tightness, and clearances
- j) Check the operation and setup of the system control board
- k) Check the VFD, if applicable
- l) Verify the blower operation
- m) Verify smooth operation of the compressors and fans
- n) Provide an inspection form, and indicate any uncorrected deficiencies detected on service ticket.

2) Lubrication

- a) Lubricate damper bearings, if applicable
- b) Lubricate motor bearing, if applicable
- c) Lubricate fan bearings
- d) Check oil level in the compressor(s), if applicable
- e) Check oil for acid content and discoloration.

3) Controls and Safeties

- a) Verify the operation of the discharge air temperature control device
- b) Verify the operation of the outside air temperature control device
- c) Verify the operation of the mixed air temperature control device
- d) Test the operation of the high condenser pressure safety device.
- e) Test the operation of the low evaporator pressure safety device.
- f) Test the operation of the low temperature safety device.
- g) Test the operation of the low oil pressure safety device, if applicable.
- h) Verify the operation of the static pressure control

4) Motor and Starter

- a) Clean the starter and cabinet
- b) Inspect wiring and connections for tightness and signs of overheating and discoloration
- c) Check the contactors for free and smooth operation
- d) Meg the compressor motor(s) and record readings
- e) Verify the tightness of the compressor motor terminal connections
- f) Verify the operation of the compressor oil heater(s).

COMPREHENSIVE ANNUAL INSPECTION RTU Heating

Gas Heat Option

1) Tasks

- a) Visually inspect the heat exchanger
- b) Inspect the combustion air blower fan and clean, if required
- c) Lubricate the combustion air blower fan motor, if applicable
- d) Verify the operation of the combustion air flow-proving device, if applicable
- e) Verify the operation of the flame detection device
- f) Test the operation of the high temperature limit switch
- g) Verify the integrity of the flue system
- h) Verify the operation of the operating controls
- i) Verify the burner sequence of operation
- j) Verify proper gas pressure to the unit and/or at the manifold, if applicable
- k) Perform combustion test, make adjustment as necessary.

Electric Heat Option

2) Tasks

- a) Inspect wiring and connection for tightness and signs of overheating and discoloration
- b) Check and calibrate operating and safety controls, if applicable
- c) Verify the operation of the heating elements
- d) Check voltage and amperage and compare readings with the watt rating on the heater.

Hot Water/Steam Heat Operation

3) Tasks

- a) Inspect control valves and traps
- b) Check and calibrate all operating and safety controls
- c) Verify the operation of the heating coils
- d) Verify the operation of the unit low temperature safety device.

COMPREHENSIVE ANNUAL INSPECTION Split Systems Cooling

1) Tasks

- a) Inspect for leaks and report results.
- b) Clean condenser coils
- c) Check and run system diagnostics test, and note any sub-standard operation
- d) Check and log superheat
- e) Check and log subcooling
- f) Check compressor for excessive noise and vibration
- g) Check condenser for signs for corrosion and decay
- h) Check fans for bent blades or imbalance
- i) Check liquid line sight glass
- j) Check mechanical safety limits
- k) Check the condition of the contacts for wear and pitting.
- 1) Inspect wiring and connections for tightness and signs of overheating and discoloration.
- m) Check condition of piping insulation and advised if a repair is required
- n) Check all other electrical wiring
- o) Clean blower motor
- p) Check a-coil
- q) Check supply and return delta-T
- r) Blow out drain
- s) Check condensate piping
- t) Replace filter if applicable
- u) Check that equipment and surrounding area are cleaned

2) Documentation

a) Complete the attached Comprehensive Split System Cooling Comprehensive inspection check list to service reports

COMPREHENSIVE ANNUAL INSPECTION Split System Heating

1. Tasks

- a) Inspect and clean electrode and or ignitor if applicable
- b) Check ohm rating for the electrode and or ignitor
- c) Inspect the wiring/connections for tightness, signs of overheating and discoloration.
- d) Clean the air intake screen if applicable
- e) Clean the blower wheel if applicable
- f) Clean out fire box and flue passages
- g) Test operation of temp/pressure safeties
- h) Check shut off valves, if applicable
- i) Check/Clean the heat exchanger when applicable
- j) Inspect for gas leaks
- k) Tighten all electrical connections
- 1) Confirm proper burner set up
- m) Check supply and return delta T
- n) Blow out condensate drain

2. Lubrication

a) Lubricate the motor/bearings, if applicable.

3. Controls and Safeties

a) Test operation of the temp/pressure safeties

4. Documentation

a) Complete the attached comprehensive Split System Heating inspection checklist to service reports

LIST OF MAINTAINED EQUIPMENT

			Hat Torre	Lection	# Visit:
Brand Name	Model	Serial	Unit Type	Location	# VISIL
ALL DATE OF THE PARTY OF THE PA	What the older ene	SA BLOOM NOT BELLEVILLE			
	KGA048S4DH2P	5612806404	Groundtop	Side of Bld	3
Lennox	NGAU4034DHZF	3012500401			
Lennox	KGA048S4DH2P	5612C10387	Groundtop	Side of Bld	3
Lennox	ROAD-TOS-TETTE				
Carrier	48VL-E6009030	4619F50220	Groundtop	Side of Bld	3
Carrier	4372 233334				
Carrier	Replaced	Replaced	Groundtop	Side of Bld	3
Carries	портион				
Field Verify	Field verify	Field Verify	Radiant Heater	Cop Garage	1
American					
Standard	AUH1B080A9421CB	17342NJJ2G	Split System	Comm Center	2

Emergency and Trouble Call Coverage

Even with the comprehensive care provided in this agreement, occasional failures can occur. We will provide emergency response between scheduled visits. Monday through Sunday, including holidays, 24 hours per day to minimize down time. The cost of emergency visits and subsequent repairs deemed necessary are not included in the Agreement.

Overtime rates will be at time and a half. Sunday and holiday rates will be double time.

Additional Program Elements

Refrigerant Containment Service – We will leak test and report needed repairs on any equipment found low of refrigerant. We will use recovery, recycling, and reclamation of your refrigerant as appropriate to minimize cost of replacement refrigerant. Such work will be done per all federal, state, and local regulatory guidelines.

Service Documentation – We will document all scheduled and unscheduled service work showing the time, date, name of service technician, equipment identification and a brief description of work. This documentation will be available upon request.

Performance Assurance Program – We will meet with you annually, or more frequently upon request, to evaluate and make modifications, if necessary, to this Preventive Maintenance Program to assure that it continues to meet your business and technical requirements.

Preferred Hourly Rate - The preferred hourly rate listed on the pricing page will be used on all plumbing and HVAC services.

Administration and Reporting

Completed service calls are documented by a detailed service report to ensure the customer that services have been performed and the appropriate tasks are complete.

Commitment to Excellence

In partnership with our customers, we promise to deliver a quality service program by understanding and meeting the customers' expectations.

A periodic review of our performance will be held with the customer. Discussions will include quality of work, customer concerns, and changes needed.

PROGRAM TEAM

Chrissy Earl, Controller & Contract Administrator

As your Billing Coordinator, Chrissy is responsible for handling all invoicing per the terms and conditions of this agreement.

Phone 419-337-7552

Email: chrissy@earlmechanical.com

Chris Williams, Service Manager

Chris is responsible for all field operations.

Phone 419-337-7552

Email: cwilliams@earlmechanical.com

April Kuckuck, Dispatch Coordinator

April will schedule your Preventive Maintenance visits and any additional calls you may have for service.

Phone: 419-337-7552

Email: april@earlmechanical.com

David Van Allsburg, Service Project Manager

David is responsible for overseeing service construction projects one may have.

Phone 419-337-7552

Email: davidv@earlmechanical.com

Matt Earl, VP, & SR Project Manager

Matt is responsible for overseeing all work and assisting with bidding large construction projects one may have.

Phone 419-337-7552

Email: matte@earlmechanical.com

Jeff Earl, President

As President of Earl Mechanical Services, Inc., Jeff manages the overall focus of our company.

Phone 419-337-7552

Email: jearl@earlmechanical.com

COST PROPOSAL

The Preventive Maintenance Agreement described herein will be for one (1) term beginning with the signature date of this agreement. Either party may terminate this agreement with written notice sixty (60) days before the anniversary date of the agreement.

Annual increases, if any, will be submitted and approved by both parties prior to the first visit of the new Agreement.

Your cost for the year beginning 9/1/2023 will be \$5,850.00

You will be invoiced on a bi-annual basis in the amount of \$2,925.00.

Preferred Hourly Rate: \$125.00 will be charged for all services not covered under this agreement.

Payment terms are thirty (30) days after date of invoice. Earl Mechanical Services, Inc. reserves the right to discontinue services anytime payments have not been made as agreed. Failure to make payments when due or impairment of customer's credit shall relieve Earl Mechanical Services, Inc. of any obligations pertaining to work or performance of work.

Agreement coverage begins September 1, 2023 and ends August 31, 2024.

Please sign in the space provided below as your acceptance of this Agreement.

CUSTOMER:	EARL MECHANICAL SERVICES, INC.:
Signature Mannahulters	Signature
Printed Name_ShannonShuHes	Printed Name
Title Administrator	Title
Date 8 15 2 3	Date
Purchase Order Number	Contract Number

EARL MECHANICAL SERVICES, INC. Preventive Maintenance Agreement TERMS AND CONDITIONS

GENERAL

- Earl Mechanical Services, Inc. agrees to perform all work in a careful and workman-like manner and to furnish only materials
 of good quality, equal or comparable to manufacturer's specifications.
- 2. The customer will provide reasonable access to all areas and equipment, and will allow Earl Mechanical Services, Inc. to stop and start equipment as may be necessary to fulfill the terms of the agreement.
- 3. Work will be performed during normal working hours Monday thru Friday (7:30 till 4:00). Any emergency service required outside of normal working hours will be billed at a premium rate. Current labor rate is \$125.00 per hour during normal working hours, \$187.50 per hour for overtime and Saturdays, and \$250.00 per hour on Sundays or Holidays.
- 4. The customer will notify Earl Mechanical Services, Inc. of any defect in the system promptly when it becomes known to them.
- If any emergency call is made at the customer's request and no defect is found to be present, Earl Mechanical Services, Inc. may charge the customer at the preferred customer rate for such services.
- Payment for this maintenance agreement will be made in advance of the period during which the service is provided.
- Earl Mechanical Services, Inc. may adjust the price of this agreement and the cost of labor rates annually on the anniversary date to reflect prevailing labor and material costs unless otherwise noted.
- 8. If the system(s) or equipment covered is altered, modified, changed, or relocated, then this agreement may be adjusted accordingly or terminated.

LIMITATIONS OF LIABILITY AND INDEMNITIES

- Earl Mechanical Services, Inc. will not be liable for damage or loss caused by delay in installation or interrupted service
 due to fire, flood, corrosive substance in the air, strike, lockout, dispute with workmen, inability to obtain material or
 services, commotion, war, act of God, or any other cause beyond Earl Mechanical Services, Inc.'s reasonable control.
- 2. In no event, whether as a result of breach of contract, or any tort including negligence or otherwise shall Earl Mechanical Services, Inc. or its suppliers, employees or agents be liable for any special, consequential, incidental, or penal damage including, but not limited to loss of profit or revenues, loss of use of any products, machinery, equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, down time costs, lost profits, or claims of buyer's customers for such damages.
- 3. Earl Mechanical Services, Inc. warrants materials only to the extent and for the time-period said materials are warranted to Earl Mechanical Services, Inc. by the manufacturer(s). Earl Mechanical Services, Inc.'s liability, if any, upon any warranty, either expressed or implied, shall be limited to replacement of defective materials and correction of faulty workmanship which is in violation of local, state, or federal building codes at the time of performance of the work by Earl Mechanical Services, Inc.
- 4. No warranty expressed or otherwise is given and no other affirmation of Earl Mechanical Services, Inc., by word or action, shall constitute a warranty. This warranty is expressly in lieu of any other expressed or implied warranty including any implied warranty of merchantability of fitness, and any other obligation on the part of Earl Mechanical Services, Inc.



EARL MECHANICAL SERVICES, INC.

12288 County M Road Wauseon, OH 43567 419-337-7552 or 419-826-9999 Fax: 419-337-1026 OH License #16435

Prepared For:
Swanton Water Plant
3900 Waterville Swanton Road
Swanton, Ohio 43558
419-826-5831

2023

Preventive Maintenance Agreement

SCOPE OF WORK

This Preventive Maintenance Agreement includes the following scope of service to be provided for your building and on the equipment described in the "List of Maintained Equipment".

Scheduled Inspections

Earl Mechanical Services, Inc. will provide (2) comprehensive annual inspections, (2) filter and belt changes and (1) coil cleaning after cottonwood season per year for all RTU's, the heating equipment will have the (1) comprehensive inspection prior to season of use in accordance with the Equipment Tasking Procedures. The maintenance tasking procedures which our technicians follow, are determined by the manufacturer's recommendations, equipment application and our extensive experience.

Planned Maintenance

Filter Maintenance -Filter will be supplied and changed by Earl Mechanical Belt Maintenance — Belts will be supplied and changed by Earl Mechanical Cooling Comprehensive-Inspection one (1) time per year Heating Comprehensive-Inspection one (1) time per year Coil Cleaning — Provide one (1) time per year Parts- Will be billed as a separate line item

EQUIPMENT TASKING PROCEDURE

Service Agreement

This Preventive Maintenance Agreement is designed to provide the customer with a comprehensive service program. This program will be planned, scheduled, managed, and monitored by Earl Mechanical Services, Inc.

Preventive Service

Preventive maintenance service intervals for systems and equipment are determined by run time, system use, application, physical location, and manufacturer's recommendations. This information, along with our practical experience, assures that the customer receives the most cost-effective service program available.

Typical preventive maintenance service includes, but is not limited to, the following services:

COMPREHENSIVE ANNUAL INSPECTION Split Systems Cooling

1) Tasks

- a) Inspect for leaks and report results.
- b) Clean condenser coils
- c) Check and run system diagnostics test, and note any sub-standard operation
- d) Check and log superheat
- e) Check and log subcooling
- f) Check compressor for excessive noise and vibration
- g) Check condenser for signs for corrosion and decay
- h) Check fans for bent blades or imbalance
- i) Check liquid line sight glass
- j) Check mechanical safety limits
- k) Check the condition of the contacts for wear and pitting.
- 1) Inspect wiring and connections for tightness and signs of overheating and discoloration.
- m) Check condition of piping insulation and advised if a repair is required
- n) Check all other electrical wiring
- o) Clean blower motor
- p) Check a-coil
- q) Check supply and return delta-T
- r) Blow out drain
- s) Check condensate piping
- t) Replace filter if applicable
- u) Check that equipment and surrounding area are cleaned

2) Documentation

a) Complete the attached Comprehensive Split System Cooling Comprehensive inspection check list to service reports

COMPREHENSIVE ANNUAL INSPECTION Split System Heating

1. Tasks

- a) Inspect and clean electrode and or ignitor if applicable
- b) Check ohm rating for the electrode and or ignitor
- c) Inspect the wiring/connections for tightness, signs of overheating and discoloration.
- d) Clean the air intake screen if applicable
- e) Clean the blower wheel if applicable
- f) Clean out fire box and flue passages
- g) Test operation of temp/pressure safeties
- h) Check shut off valves, if applicable
- i) Check/Clean the heat exchanger when applicable
- j) Inspect for gas leaks
- k) Tighten all electrical connections
- l) Confirm proper burner set up
- m) Check supply and return delta T
- n) Blow out condensate drain

2. Lubrication

a) Lubricate the motor/bearings, if applicable.

3. Controls and Safeties

a) Test operation of the temp/pressure safeties

4. Documentation

a) Complete the attached comprehensive Split System Heating inspection checklist to service reports

COMPREHENSIVE ANNUAL INSPECTION Walk-in Freezer/Cooler units

1. Tasks

- a) Confirm operation of door closer
- b) Check calibration of cabinet thermometer
- c) Inspect unit for signs of corrosion on fins, copper and cabinet
- d) Check for excessive vibration
- e) Visually check for oil stains or other signs of a leak
- f) Check drain pan(s) and clean
- g) Brush the evaporator coils, let customer know if it needs chemically cleaned
- h) Check operation of all fan blades and confirm they are free of debris
- i) Inspect all wiring for signs of wear or failure
- j) Check superheat and subcooling
- k) Clean the condenser coils
- l) Check sight glass for moisture or flashing of gas
- m) Check compressor oil level if applicable
- n) Check and tighten all refrigeration caps
- o) Check compressor crank case heater if applicable
- p) Tighten panel screws

2. Lubrication

a) Lubricate motor bearings if applicable

3. Control and Safeties

- a) Check pressure safeties
- b) Confirm defrost is operating properly
- c) Check drain heater if applicable
- d) Check door heater if applicable

4. Documentation

a) Complete the attached checklist logs to the service report

COMPREHENSIVE ANNUAL INSPECTION Unit Heater

1) Tasks

- a) Inspect the unit for cleanliness
- b) Inspect the heat exchanger
- c) Inspect burner assembly
- d) Clean burner and pilot assembly
- e) Inspect the fan/blower wheel and shaft for wear and clearance
- f) Check the sheaves and pulleys for wear and alignment if applicable
- g) Check belts if applicable
- h) Check dampers for wear, security and linkage adjustment if applicable
- i) Verify rotation and smooth fan operation
- j) Check exhaust motor if applicable
- k) Check actuators if applicable

2) Lubrication

- a) Lubricate the fan shaft bearings, if applicable.
- b) Lubricate the motor bearings, if applicable.

3) Controls and Safeties

- a) Test the operation of the safety device, if applicable.
- b) Verify the operation of the control system and dampers while the unit is operating.

4) Motor and Starter/VFD

- a) Clean the starter and cabinet.
- b) Inspect the wiring and connections for tightness and signs of overheating and discoloration. This includes wiring to the electric heat, if applicable.
- c) Check the condition of the contacts for wear and pitting.
- d) Check the contactors for free and smooth operation.

5) Documentation

a) Attach any issues to service reports

LIST OF MAINTAINED EQUIPMENT

Brand Name	Model	Serial	Unit Type	Location	# Visits
	11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1				
Field Verify	Field Verify	Field Verify	Radiant Tube Heater	GAC RM	1
Field Verify	Field Verify	Field Verify	Radiant Tube Heater	GAC RM	1
Copeland	CJAL-0100-TAD-001	N/A	Cooler	CO2 Storage Tank	4
Taskmaster	P3P5107CA1N	N/A	Electric Unit Heater	Creek Pump Bld	1
Field Verify	Field Verify	Field Verify	Electric Unit Heater	Chiorine Room	1
Luxaire	UH040LF	12240661-0100	Unit Heater	Low Service Bld	1
Lennox	G61MP-36B-071-09	5911G05301	Horizontal Furnace	Mezzanine	2
Reznor	Field Verify	Field Verify	Unit Heater	High Service Bld	1
American Standard	B1B060UPS	193111GYGJG	Furnace	Office Closet	2
American Standard	4A7A3036H1000NA	19415XHT3F	Condenser	Outside wall	
Field Verify	Field Verify	Field Verify	Radiant Tube Heater	Filter E Fluent Area	1
Sterling	Field Verify	Field Verify	Unit Heater	Shop	1
Sterling	Field Verify	Field Verify	Unit Heater	Line Feed Room	1

Emergency and Trouble Call Coverage

Even with the comprehensive care provided in this agreement, occasional failures can occur. We will provide emergency response between scheduled visits. Monday through Sunday, including holidays, 24 hours per day to minimize down time. The cost of emergency visits and subsequent repairs deemed necessary are not included in the Agreement.

Overtime rates will be at time and a half. Sunday and holiday rates will be double time.

Additional Program Elements

Refrigerant Containment Service – We will leak test and report needed repairs on any equipment found low of refrigerant. We will use recovery, recycling, and reclamation of your refrigerant as appropriate to minimize cost of replacement refrigerant. Such work will be done per all federal, state, and local regulatory guidelines.

Service Documentation – We will document all scheduled and unscheduled service work showing the time, date, name of service technician, equipment identification and a brief description of work. This documentation will be available upon request.

Performance Assurance Program – We will meet with you annually, or more frequently upon request, to evaluate and make modifications, if necessary, to this Preventive Maintenance Program to assure that it continues to meet your business and technical requirements.

Preferred Hourly Rate – The preferred hourly rate listed on the pricing page will be used on all plumbing and HVAC services.

Administration and Reporting

Completed service calls are documented by a detailed service report to ensure the customer that services have been performed and the appropriate tasks are complete.

Commitment to Excellence

In partnership with our customers, we promise to deliver a quality service program by understanding and meeting the customers' expectations.

A periodic review of our performance will be held with the customer. Discussions will include quality of work, customer concerns, and changes needed.

PROGRAM TEAM

Chrissy Earl, Controller & Contract Administrator

As your Billing Coordinator, Chrissy is responsible for handling all invoicing per the terms and conditions of this agreement.

Phone 419-337-7552

Email: chrissy@earlmechanical.com

Chris Williams, Service Manager

Chris is responsible for all field operations.

Phone 419-337-7552

Email: cwilliams@earlmechanical.com

April Kuckuck, Dispatch Coordinator

April will schedule your Preventive Maintenance visits and any additional calls you may have for service.

Phone: 419-337-7552

Email: april@earlmechanical.com

David Van Allsburg, Service Project Manager

David is responsible for overseeing service construction projects one may have

Phone 419-337-7552

Email: davidv@earlmechanical.com

Matt Earl, VP, & SR Project Manager

Matt is responsible for overseeing all work and assisting with bidding large construction projects one may have.

Phone 419-337-7552

Email: matte@earlmechanical.com

Jeff Earl, President

As President of Earl Mechanical Services, Inc., Jeff manages the overall focus of our company.

Phone 419-337-7552

Email: jearl@earlmechanical.com

COST PROPOSAL

The Preventive Maintenance Agreement described herein will be for one (1) term beginning with the signature date of this agreement. Either party may terminate this agreement with written notice sixty (60) days before the anniversary date of the agreement.

Annual increases, if any, will be submitted and approved by both parties prior to the first visit of the new Agreement.

Your cost for the year beginning 9/1/2023 will be \$7,635.00

You will be invoiced on a bi-annual basis in the amount of \$3,817.50.

Preferred Hourly Rate: \$125.00 will be charged for all services not covered under this agreement.

Payment terms are thirty (30) days after date of invoice. Earl Mechanical Services, Inc. reserves the right to discontinue services anytime payments have not been made as agreed. Failure to make payments when due or impairment of customer's credit shall relieve Earl Mechanical Services, Inc. of any obligations pertaining to work or performance of work.

Agreement coverage begins September 1, 2023 and ends August 31, 2024.

Please sign in the space provided below as your acceptance of this Agreement.

CUSTOMER:	EARL MECHANICAL SERVICES, INC.:
signature harren hutter	Signature
Printed Name Shannon Shulters	Printed Name
Title Administrator	Title
Date 8-15-23	Date
Purchase Order Number	Contract Number

EARL MECHANICAL SERVICES, INC. Preventive Maintenance Agreement TERMS AND CONDITIONS

GENERAL

- Earl Mechanical Services, Inc. agrees to perform all work in a careful and workman-like manner and to furnish only materials
 of good quality, equal or comparable to manufacturer's specifications.
- The customer will provide reasonable access to all areas and equipment, and will allow Earl Mechanical Services, Inc. to stop and start equipment as may be necessary to fulfill the terms of the agreement.
- 3. Work will be performed during normal working hours Monday thru Friday (7:30 till 4:00). Any emergency service required outside of normal working hours will be billed at a premium rate. Current labor rate is \$125.00 per hour during normal working hours, \$187.50 per hour for overtime and Saturdays, and \$250.00 per hour on Sundays or Holidays.
- 4. The customer will notify Earl Mechanical Services, Inc. of any defect in the system promptly when it becomes known to them.
- If any emergency call is made at the customer's request and no defect is found to be present, Earl Mechanical Services, Inc. may charge the customer at the preferred customer rate for such services.
- Payment for this maintenance agreement will be made in advance of the period during which the service is provided.
- Earl Mechanical Services, Inc. may adjust the price of this agreement and the cost of labor rates annually on the anniversary date to reflect prevailing labor and material costs unless otherwise noted.
- 8. If the system(s) or equipment covered is altered, modified, changed, or relocated, then this agreement may be adjusted accordingly or terminated.

LIMITATIONS OF LIABILITY AND INDEMNITIES

- Earl Mechanical Services, Inc. will not be liable for damage or loss caused by delay in installation or interrupted service
 due to fire, flood, corrosive substance in the air, strike, lockout, dispute with workmen, inability to obtain material or
 services, commotion, war, act of God, or any other cause beyond Earl Mechanical Services, Inc.'s reasonable control.
- 2. In no event, whether as a result of breach of contract, or any tort including negligence or otherwise shall Earl Mechanical Services, Inc. or its suppliers, employees or agents be liable for any special, consequential, incidental, or penal damage including, but not limited to loss of profit or revenues, loss of use of any products, machinery, equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, down time costs, lost profits, or claims of buyer's customers for such damages.
- Earl Mechanical Services, Inc. warrants materials only to the extent and for the time-period said materials are warranted to Earl Mechanical Services, Inc. by the manufacturer(s). Earl Mechanical Services, Inc.'s liability, if any, upon any warranty, either expressed or implied, shall be limited to replacement of defective materials and correction of faulty workmanship which is in violation of local, state, or federal building codes at the time of performance of the work by Earl Mechanical Services, Inc.
- 4. No warranty expressed or otherwise is given and no other affirmation of Earl Mechanical Services, Inc., by word or action, shall constitute a warranty. This warranty is expressly in lieu of any other expressed or implied warranty including any implied warranty of merchantability of fitness, and any other obligation on the part of Earl Mechanical Services, Inc.



EARL MECHANICAL SERVICES, INC.

12288 County M Road Wauseon, OH 43567 419-337-7552 or 419-826-9999 Fax: 419-337-1026 OH License #16435

Prepared For:
Swanton Water Resource Recovery Facility
300 South Ave
Swanton, Ohio 43558
419-826-5891

2023

Preventive Maintenance Agreement

SCOPE OF WORK

This Preventive Maintenance Agreement includes the following scope of service to be provided for your building and on the equipment described in the "List of Maintained Equipment".

Scheduled Inspections

Earl Mechanical Services, Inc. will provide (2) comprehensive annual inspections, (2) filter and belt changes and (1) coil cleaning after cottonwood season per year for all RTU's in accordance with the Equipment Tasking Procedures. The maintenance tasking procedures which our technicians follow, are determined by the manufacturer's recommendations, equipment application and our extensive experience.

Planned Maintenance

Filter Maintenance -Filter will be supplied and changed by Earl Mechanical Belt Maintenance – Belts will be supplied and changed by Earl Mechanical Cooling Comprehensive-Inspection one (1) time per year Heating Comprehensive-Inspection one (1) time per year Coil Cleaning – Provide one (1) time per year Parts- Will be billed as a separate line item

EQUIPMENT TASKING PROCEDURE

Service Agreement

This Preventive Maintenance Agreement is designed to provide the customer with a comprehensive service program. This program will be planned, scheduled, managed, and monitored by Earl Mechanical Services, Inc.

Preventive Service

Preventive maintenance service intervals for systems and equipment are determined by run time, system use, application, physical location, and manufacturer's recommendations. This information, along with our practical experience, assures that the customer receives the most cost-effective service program available.

Typical preventive maintenance service includes, but is not limited to, the following services:

COMPREHENSIVE ANNUAL INSPECTION Unit Heater

1) Tasks

- a) Inspect the unit for cleanliness
- b) Inspect the heat exchanger
- c) Inspect burner assembly
- d) Clean burner and pilot assembly
- e) Inspect the fan/blower wheel and shaft for wear and clearance
- f) Check the sheaves and pulleys for wear and alignment if applicable
- g) Check belts if applicable
- h) Check dampers for wear, security and linkage adjustment if applicable
- i) Verify rotation and smooth fan operation
- i) Check exhaust motor if applicable
- k) Check actuators if applicable

2) Lubrication

- a) Lubricate the fan shaft bearings, if applicable.
- b) Lubricate the motor bearings, if applicable.

3) Controls and Safeties

- a) Test the operation of the safety device, if applicable.
- b) Verify the operation of the control system and dampers while the unit is operating.

4) Motor and Starter/VFD

- a) Clean the starter and cabinet.
- b) Inspect the wiring and connections for tightness and signs of overheating and discoloration. This includes wiring to the electric heat, if applicable.
- c) Check the condition of the contacts for wear and pitting.
- d) Check the contactors for free and smooth operation.

5) Documentation

a) Attach any issues to service reports

COMPREHENSIVE ANNUAL INSPECTION Split System Heating

1. Tasks

- a) Inspect and clean electrode and or ignitor if applicable
- b) Check ohm rating for the electrode and or ignitor
- c) Inspect the wiring/connections for tightness, signs of overheating and discoloration.
- d) Clean the air intake screen if applicable
- e) Clean the blower wheel if applicable
- f) Clean out fire box and flue passages
- g) Test operation of temp/pressure safeties
- h) Check shut off valves, if applicable
- i) Check/Clean the heat exchanger when applicable
- j) Inspect for gas leaks
- k) Tighten all electrical connections
- 1) Confirm proper burner set up
- m) Check supply and return delta T
- n) Blow out condensate drain

2. Lubrication

a) Lubricate the motor/bearings, if applicable.

3. Controls and Safeties

a) Test operation of the temp/pressure safeties

4. Documentation

a) Complete the attached comprehensive Split System Heating inspection checklist to service reports

COMPREHENSIVE ANNUAL INSPECTION Split Systems Cooling

1) Tasks

- a) Inspect for leaks and report results.
- b) Clean condenser coils
- c) Check and run system diagnostics test, and note any sub-standard operation
- d) Check and log superheat
- e) Check and log subcooling
- f) Check compressor for excessive noise and vibration
- g) Check condenser for signs for corrosion and decay
- h) Check fans for bent blades or imbalance
- i) Check liquid line sight glass
- j) Check mechanical safety limits
- k) Check the condition of the contacts for wear and pitting.
- 1) Inspect wiring and connections for tightness and signs of overheating and discoloration.
- m) Check condition of piping insulation and advised if a repair is required
- n) Check all other electrical wiring
- o) Clean blower motor
- p) Check a-coil
- q) Check supply and return delta-T
- r) Blow out drain
- s) Check condensate piping
- t) Replace filter if applicable
- u) Check that equipment and surrounding area are cleaned

2) Documentation

a) Complete the attached Comprehensive Split System Cooling Comprehensive inspection check list to service reports

LIST OF MAINTAINED EQUIPMENT

Brand Name	Model	Serial	Unit Type	Location	# Visits
Ice Cube	IQ2200VS	2131459701001	Panel Cooler	Oxidation Ditch	3
Ice Cube	IQ2200VS	Field Verify	Panel Cooler	Oxidation Ditch	3
SPX Flow Tech	HTD35	1000003281670	Air Drier	Tertiary Bld	3
Century	Field Verify	Field Verify	Furnace	Tertiary Bld	2
Field Verify	Field Verify	Field Verify	Electric Unit heater	Ferris Bld	2
Sterling	Field Verify	Field Verify	Unit Heater	Ferris Bld	1
Lennox	ML195UH070XP36B-04	5913L06861	Furnace	Office	1
Heil	N4A324GKG101	E182326256	Condenser	Office	3
Sterling	Field Verify	Field Verify	Unit Heater	Garage	1
Qmark	Field Verify	Field Verify	Electric Unit heater	Chem Room	.1

Emergency and Trouble Call Coverage

Even with the comprehensive care provided in this agreement, occasional failures can occur. We will provide emergency response between scheduled visits. Monday through Sunday, including holidays, 24 hours per day to minimize down time. The cost of emergency visits and subsequent repairs deemed necessary are not included in the Agreement.

Overtime rates will be at time and a half. Sunday and holiday rates will be double time.

Additional Program Elements

Refrigerant Containment Service – We will leak test and report needed repairs on any equipment found low of refrigerant. We will use recovery, recycling, and reclamation of your refrigerant as appropriate to minimize cost of replacement refrigerant. Such work will be done per all federal, state, and local regulatory guidelines.

Service Documentation – We will document all scheduled and unscheduled service work showing the time, date, name of service technician, equipment identification and a brief description of work. This documentation will be available upon request.

Performance Assurance Program – We will meet with you annually, or more frequently upon request, to evaluate and make modifications, if necessary, to this Preventive Maintenance Program to assure that it continues to meet your business and technical requirements.

Preferred Hourly Rate – The preferred hourly rate listed on the pricing page will be used on all plumbing and HVAC services.

Administration and Reporting

Completed service calls are documented by a detailed service report to ensure the customer that services have been performed and the appropriate tasks are complete.

Commitment to Excellence

In partnership with our customers, we promise to deliver a quality service program by understanding and meeting the customers' expectations.

A periodic review of our performance will be held with the customer. Discussions will include quality of work, customer concerns, and changes needed.

PROGRAM TEAM

Chrissy Earl, Controller & Contract Administrator

As your Billing Coordinator, Chrissy is responsible for handling all invoicing per the terms and conditions of this agreement.

Phone 419-337-7552

Email: chrissy@earlmechanical.com

Chris Williams, Service Manager

Chris is responsible for all field operations.

Phone 419-337-7552

Email: cwilliams@earlmechanical.com

April Kuckuck, Dispatch Coordinator

April will schedule your Preventive Maintenance visits and any additional calls you may have for service.

Phone: 419-337-7552

Email: april@earlmechanical.com

David Van Allsburg, Service Project Manager

David is responsible for overseeing service construction projects one may have.

Phone 419-337-7552

Email: davidv@earlmechanical.com

Matt Earl, VP, & SR Project Manager

Matt is responsible for overseeing all work and assisting with bidding large construction projects one may have.

Phone 419-337-7552

Email: matte@earlmechanical.com

Jeff Earl, President

As President of Earl Mechanical Services, Inc., Jeff manages the overall focus of our company.

Phone 419-337-7552

Email: jearl@earlmechanical.com

COST PROPOSAL

The Preventive Maintenance Agreement described herein will be for one (1) term beginning with the signature date of this agreement. Either party may terminate this agreement with written notice sixty (60) days before the anniversary date of the agreement.

Annual increases, if any, will be submitted and approved by both parties prior to the first visit of the new Agreement.

Your cost for the year beginning 9/1/2023 will be \$4,485.00

You will be invoiced on a bi-annual basis in the amount of \$2,242.50

Preferred Hourly Rate: \$125.00 will be charged for all services not covered under this agreement.

Payment terms are thirty (30) days after date of invoice. Earl Mechanical Services, Inc. reserves the right to discontinue services anytime payments have not been made as agreed. Failure to make payments when due or impairment of customer's credit shall relieve Earl Mechanical Services, Inc. of any obligations pertaining to work or performance of work.

Agreement coverage begins September 1, 2023 and ends August 31, 2024.

Please sign in the space provided below as your acceptance of this Agreement.

CUSTOMER:	EARL MECHANICAL SERVICES, INC.:
Signature Jam son Shutars	Signature
Printed Name Shannon Shalters	Printed Name
THE Haministrator	Title
Date 8.15-23	Date
Purchase Order Number	Contract Number

EARL MECHANICAL SERVICES, INC. Preventive Maintenance Agreement TERMS AND CONDITIONS

GENERAL

- Earl Mechanical Services, Inc. agrees to perform all work in a careful and workman-like manner and to furnish only materials
 of good quality, equal or comparable to manufacturer's specifications.
- The customer will provide reasonable access to all areas and equipment, and will allow Earl Mechanical Services, Inc. to stop and start equipment as may be necessary to fulfill the terms of the agreement.
- 3. Work will be performed during normal working hours Monday thru Friday (7:30 till 4:00). Any emergency service required outside of normal working hours will be billed at a premium rate. Current labor rate is \$125.00 per hour during normal working hours, \$187.50 per hour for overtime and Saturdays, and \$250.00 per hour on Sundays or Holidays.
- The customer will notify Earl Mechanical Services, Inc. of any defect in the system promptly when it becomes known to them.
- 5. If any emergency call is made at the customer's request and no defect is found to be present, Earl Mechanical Services, Inc. may charge the customer at the preferred customer rate for such services.
- Payment for this maintenance agreement will be made in advance of the period during which the service is provided.
- Earl Mechanical Services, Inc. may adjust the price of this agreement and the cost of labor rates annually on the anniversary date to reflect prevailing labor and material costs unless otherwise noted.
- 8. If the system(s) or equipment covered is altered, modified, changed, or relocated, then this agreement may be adjusted accordingly or terminated.

LIMITATIONS OF LIABILITY AND INDEMNITIES

- Earl Mechanical Services, Inc. will not be liable for damage or loss caused by delay in installation or interrupted service
 due to fire, flood, corrosive substance in the air, strike, lockout, dispute with workmen, inability to obtain material or
 services, commotion, war, act of God, or any other cause beyond Earl Mechanical Services, inc.'s reasonable control.
- In no event, whether as a result of breach of contract, or any tort including negligence or otherwise shall Earl Mechanical Services, Inc. or its suppliers, employees or agents be liable for any special, consequential, incidental, or penal damage including, but not limited to loss of profit or revenues, loss of use of any products, machinery, equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, down time costs, lost profits, or claims of buyer's customers for such damages.
- 3. Earl Mechanical Services, Inc. warrants materials only to the extent and for the time-period said materials are warranted to Earl Mechanical Services, Inc. by the manufacturer(s). Earl Mechanical Services, Inc.'s liability, if any, upon any warranty, either expressed or implied, shall be limited to replacement of defective materials and correction of faulty workmanship which is in violation of local, state, or federal building codes at the time of performance of the work by Earl Mechanical Services, Inc.
- 4. No warranty expressed or otherwise is given and no other affirmation of Earl Mechanical Services, Inc., by word or action, shall constitute a warranty. This warranty is expressly in lieu of any other expressed or implied warranty including any implied warranty of merchantability of fitness, and any other obligation on the part of Earl Mechanical Services, Inc.