

JLS Building Services^{LLC}

Heating * Air Conditioning * Refrigeration * Hydronics * Controls

930 E. Water St.
Chillicothe, OH 45601

Office: 740-779-2019
License #36791

jls@jlsbuildingservices.com

June 8, 2023

Chillicothe & Ross County Public Library
140-146 S. Paint St.
Chillicothe, Ohio 45601

Subject: 2 year service agreement

- (2) Annual cleanings on HVAC equipment
Air conditioning cleaning and inspection to be completed in April or May
Heating cleaning and inspection to be completed in October or November
- Quaterly filter changes
- Acid based condenser cleaner, belts, lubricating oils, evaporator cleaner, drain pan sanitizer included
- Labor is included to perform the required maintenance

Service Agreement: \$13,460.00

Paint St./Annex/Annex Maintenance Shop
140 S. Paint St.
Chillicothe, Ohio 45601

Northside
550 Buckeye St.
Chillicothe, Ohio 45601

Richmondale
770 Main St.
Richmond Dale, Ohio 45673

Frankfort
167 Springfield St.
Frankfort, Ohio 45628

Kingston
29 N. Main St.
Kingston, Ohio 45644

Bainbridge
113 Dewey Ave.
Bainbridge, Ohio 45612

J.L.S. Building Services L.L.C. shall guarantee a 6-hour response time for emergencies in the most extreme weather conditions, and a 24-hour on-call service.

All work shall be completed timely, safely, in a workmanship like manner, and per industry standards.

If you have any questions please call me @ (740) 253-1862 or (740) 779-2019

Sincerely,
Jon L. Soummers

Customer Acceptance _____ Date _____



April 21, 2023

Preventative HVAC Maintenance Contract

Prepared For: Chillicothe and Ross County Library
140-146 South Paint Street
Chillicothe, OH 45601

Locations:

- Richmond Dale Branch
770 Main Street
- Kingston Branch
29 Main Street
- Frankfort Branch
167 W. Springfield
- Maintenance Building
51 W. 6th Street
- Main Library
140 South Paint Street
- Northside Branch
550 Buckeye Street
- Annex Building
146 South Paint Street

Prepared By: Heath Blackburn
Commercial Maintenance Coordinator
Advanced Services Heating & Cooling, Inc.
heath@advancedserviceshvac.com
740-773-4499

April 21, 2023

To: Chillicothe and Ross County Library
Attn: Scott Arnett
Subject: Preventative Maintenance of HVAC Mechanical Systems

Advanced Services Heating and Cooling appreciates the opportunity to present you with a preventative maintenance proposal for General Fasteners Company mechanical systems. Our comprehensive maintenance program is designed to ensure that the covered equipment is maintained at optimum operating conditions, which will provide reduced energy usage, extend equipment life, and satisfy the manufacturer's warranty requirements where applicable.

After conducting a survey of your HVAC equipment and consideration of your operating environment, we recommend that the equipment be maintained on the following program:

Semi-Annual Maintenance Program with Quarterly Filter Changes

The following enclosures are included, which along with this agreement constitute our planned maintenance agreement:

- Equipment to be Covered
- Conditions, Rates and Terms
- General Conditions

This program is designed to ensure your equipment will be maintained on a scheduled basis and is supported by our 24-hour emergency service when required.

The following are provided as part of our planned maintenance program:

- Comprehensive cooling inspection and coil cleaning
- Comprehensive heating inspection and cleaning
- Check refrigerant and refrigerant oil ***charges apply for additional refrigerant*
- Calibrate unit safeties and controls
- Grease and lubricate bearings and motors
- Inspect and replace belts
- Return air filter changes
- Equipment maintenance records

One-year agreement	\$18,712.90 per year
Two-year agreement	\$17,777.26 per year (5% Discount)

The costs outlined above include state and local taxes, where applicable. Additional services and emergency repair service will be billed in accordance with Advanced Services Heating and Cooling's current customer discounted rates (see Conditions, Rates and Terms below).

This agreement shall become effective immediately upon signature by Customer and Contractor and automatically renews on the anniversary date subject to any price revision.

Advanced Services Heating and Cooling is pleased to be of professional service to General Fasteners Company. If you have questions or require additional information, feel free to call our office at any time.

Heath Blackburn
Commercial Maintenance Coordinator
Advanced Services Heating & Cooling, Inc.
heath@advancedserviceshvac.com
740-773-4499

Customer Acceptance:

Please complete information below and return via FAX: (740) 773-6245 or
EMAIL: advancedgm@horizonview.net

Contract Term:	(please circle one)	One-year	Two-year
Customer:	_____		
Site Contact Name:	_____		
Site Phone #:	_____		
Billing Address:	_____		
City, State, ZIP:	_____		
Signature:	_____		
Print Name:	_____		
Title:	_____		
Email:	_____		
Date:	_____		

CONDITIONS, RATES AND TERMS

CONDITIONS:

The planned maintenance work for operation of the mechanical systems covered by this contract will be the responsibility of Advanced Services Heating and Cooling, Inc. Advanced Services will provide all necessary tools, material, equipment, labor and trucks required to perform this work during normal business hours, Monday through Friday, 8:00 AM to 5:00 PM, excluding holidays.

Customers covered by a preventative maintenance contract will receive priority response for service needs. Emergency service is available at any time, 24 hours a day, and is billed at the contractual labor rate with no overtime charges.

Advanced Services will make recommendations, as deemed necessary, to improve the system performance. Such recommendations will include estimates when requested.

RATES:

- Service calls for repairs outside the scope of the maintenance contract will be charged at a rate of **\$84.00** per hour. There is a **\$50.00** trip charge per service call.
- Overtime charges do not apply to emergency service calls during evenings or weekends.
- Parts required for repairs will be discounted by **10%**
- Maintenance contract customers receive priority response time

TERMS:

- This agreement shall become effective immediately upon signature by Customer and Contractor and automatically renews on the anniversary date or nearest scheduled start date based on season, subject to any price revision. Advanced Services Heating and Cooling agrees to provide a sixty (60) day notice of any price revision before such revision is billed to the Customer. Either party may terminate this agreement upon thirty (30) days written notice.
- Advanced Services Heating and Cooling terms of payment – due upon receipt
- Quoted prices are valid for thirty (30) days unless otherwise specified.

GENERAL CONDITIONS

Customer agrees not to assign or transfer this agreement without written approval of Advanced Services Heating and Cooling; to do so may result in the cancellation of the agreement by Advanced Services Heating and Cooling and a charge to the customer for work performed to date.

Where equipment is located above ceiling space, Advanced Services Heating and Cooling shall not be liable for any damages caused from water, including, but not limited to, damage caused by stopped up drain lines and overflowed drain pans.

The services to be performed under this agreement are not a guarantee against obsolescence. Normal wear and inspections shall not be construed as an approval or guarantee of the condition of the equipment.

Discounts for service parts do not apply to replacement equipment prices.

Advanced Services Heating and Cooling shall be excused for any delay in completion of the agreement and shall not be liable for the loss of or damage to air conditioning equipment caused by natural disasters, acts of the owner or the owner's agent, employee or independent contractor, stormy weather, labor trouble, acts of public utilities, public bodies or inspectors, extra work, transportation conditions, materials shortages, or damages attributable to additions, alterations, adjustments, repairs made by others, or other contingencies unforeseen by Advanced Services Heating and Cooling and beyond the reasonable control of Advanced Services Heating and Cooling.

Should the Customer, or his representative, direct any modification or addition to the work covered by this agreement, the costs shall be adjusted accordingly.

Ductwork, air balancing, variable air volume boxes, electrical power wiring outside equipment cabinets, plumbing, or any work required because of negligence, misuse of equipment, vandalism, sabotage, fire, flood or acts of natural causes, shortage of high voltage electrical supply, will not be included in the agreement. If the equipment covered is altered, modified, changed or moved, or quantity of systems increase, the price of this agreement may be increased accordingly or terminated.

Advanced Services Heating and Cooling requires payment within thirty (30) days of date of invoice. Advanced Services Heating and Cooling shall have the right to stop work if any payment shall not be made to Advanced Services Heating and Cooling under this agreement, within forty-five (45) days.

If the Customer should default in any of his obligations under this agreement, Advanced Services Heating and Cooling shall have the right to recover, as damages, at Advanced Services Heating and Cooling's option, either the reasonable value of work performed by Advanced Services Heating and Cooling or the balance of the agreement price plus any other damages sustained because of the Customer's default. It is agreed that title to and ownership of all equipment and materials installed by Advanced Services Heating and Cooling remain the property of Advanced Services Heating and Cooling until payment in full. In the event of default hereunder, Advanced Services Heating and Cooling shall have the right without notice to enter the premises at any time of the contracting party wherein any materials or equipment of Advanced Services Heating and Cooling is located and to take possession and remove the same without recourse to any legal proceedings for the purpose, or without any liability whatsoever arising there from.

If either party becomes involved in litigation arising out of this agreement or the performance hereof, the court or arbitration panel shall award reasonable costs and expenses, including attorney's fees, to the party entitled thereto. In awarding attorney's fees, the court or arbitration panel will not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award full amount of costs, expenses and attorney's fees paid or incurred in good faith.

In the event of any dispute of the parties hereto, whether involving a claim in tort, agreement or otherwise, the same shall be submitted to arbitration. Within a reasonable period of time after receipt of notice of demand for arbitration, the parties to the dispute shall each appoint a party arbitrator and give notice of such appointment to the other. Within a reasonable period of time after the appointment of the party arbitrators, the two arbitrators so selected shall select a neutral arbitrator and give notice of the selection of the neutral arbitrator. Arbitration shall be compulsory and binding and except as provided herein governed by the provisions of the Ohio Revised Code pertaining to arbitration. Either party is entitled to utilize attachment and mechanic's lien proceedings concurrently with arbitration proceedings, and neither party will be held to have waived the right to arbitrate by virtue of levy of attachment or recording and perfecting a mechanic's lien.

No action of any character arising from or related to this agreement, or the performance thereof, shall be commenced by either party against the other more than two years after completion or cessation of work under this agreement.

This agreement becomes effective upon signing by Customer and Advanced Services Heating and Cooling and automatically renews on any anniversary subject to Customer approval of any price revision. Either Customer or Contractor may cancel this agreement by thirty (30) day written notice. If the agreement is canceled in written format before the thirty (30) days prior to the anniversary date, customer agrees to pay for all services and materials rendered to date of cancellation at normal rates.

Unless specifically stated otherwise, all terms and conditions set forth in these General Conditions shall be incorporated by reference in any purchase order or agreement written by the Customer and is based in whole or in part as a result of this document and accepted by Advanced Services Heating and Cooling or its authorized agent.



BILL TO

Chillicothe and Ross County Library
 140-146 South Paint Street
 Chillicothe, OH 45601

ESTIMATE 31997159	ESTIMATE DATE Apr 20, 2023
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Job: 31998741

JOB ADDRESS

Chillicothe & Ross Co Librar
 770 Main St
 Richmond Dale, OH 45673

TASK	DESCRIPTION	QTY
1-5 TON SPLIT A/C	Why Preventive maintenance is important HVAC? Save Money Regular HVAC maintenance is said to reduce the risk of costly breakdowns by as much as 95%. ... Cut energy bills: Preventive maintenance helps ensure that your HVAC system runs at close to peak efficiency. This can mean savings of up to 30% on your energy bill, according to the U.S. Department of Energy.	1.00
GAS FURNACE	Why Preventive maintenance is important HVAC? Save Money Regular HVAC maintenance is said to reduce the risk of costly breakdowns by as much as 95%. ... Cut energy bills: Preventive maintenance helps ensure that your HVAC system runs at close to peak efficiency. This can mean savings of up to 30% on your energy bill, according to the U.S. Department of Energy.	1.00
TRUCK CHARGE	Cover's the businesses common expenses associated with each service call , including travel expenses and travel time, service vehicle expenses.	4.00
LABOR	TIME ASSIGNED TO THE COMPLETION OF THE JOB .	2.00
QUARTELY FILTER CHANGE	How often should air filters be changed in an office?When should the air filters be changed in an office? Unlike home air filters you may use for your HVAC system that only require to be changed every 6-12 months, office HVAC air filters should be checked and possibly replaced every 2 months	1.00

POTENTIAL SAVINGS	\$66.80
SUB-TOTAL	\$668.00
TAX	\$0.00
TOTAL	\$668.00



BILL TO

Chillicothe and Ross County Library
 140-146 South Paint Street
 Chillicothe, OH 45601

ESTIMATE 31997129	ESTIMATE DATE Apr 20, 2023
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Job: 31996196

JOB ADDRESS

Chillicothe & Ross Co Librar
 29 Main St.
 Kingston, OH 45644

TASK	DESCRIPTION	QTY
1-5 TON SPLIT A/C	Why Preventive maintenance is important HVAC? Save Money Regular HVAC maintenance is said to reduce the risk of costly breakdowns by as much as 95%. ... Cut energy bills: Preventive maintenance helps ensure that your HVAC system runs at close to peak efficiency. This can mean savings of up to 30% on your energy bill, according to the U.S. Department of Energy.	1.00
GAS FURNACE	Why Preventive maintenance is important HVAC? Save Money Regular HVAC maintenance is said to reduce the risk of costly breakdowns by as much as 95%. ... Cut energy bills: Preventive maintenance helps ensure that your HVAC system runs at close to peak efficiency. This can mean savings of up to 30% on your energy bill, according to the U.S. Department of Energy.	1.00
TRUCK CHARGE	Cover's the businesses common expenses associated with each service call, including travel expenses and travel time, service vehicle expenses.	4.00
QUARTELY FILTER CHANGE	How often should air filters be changed in an office? When should the air filters be changed in an office? Unlike home air filters you may use for your HVAC system that only require to be changed every 6-12 months, office HVAC air filters should be checked and possibly replaced every 2 months	1.00
LABOR	TIME ASSIGNED TO THE COMPLETION OF THE JOB .	2.00

POTENTIAL SAVINGS	\$66.80
SUB-TOTAL	\$668.00
TAX	\$0.00
TOTAL	\$668.00



BILL TO

Chillicothe and Ross County Library
 140-146 South Paint Street
 Chillicothe, OH 45601

ESTIMATE 31997108	ESTIMATE DATE Apr 20, 2023
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Job: 31996182

JOB ADDRESS

Chillicothe & Ross Co Librar
 167 W. Springfield
 Frankfort, OH 45628

TASK	DESCRIPTION	QTY
1-5 TON SPLIT A/C	Why Preventive maintenance is important HVAC? Save Money Regular HVAC maintenance is said to reduce the risk of costly breakdowns by as much as 95%. ... Cut energy bills: Preventive maintenance helps ensure that your HVAC system runs at close to peak efficiency. This can mean savings of up to 30% on your energy bill, according to the U.S. Department of Energy.	1.00
GAS FURNACE	Why Preventive maintenance is important HVAC? Save Money Regular HVAC maintenance is said to reduce the risk of costly breakdowns by as much as 95%. ... Cut energy bills: Preventive maintenance helps ensure that your HVAC system runs at close to peak efficiency. This can mean savings of up to 30% on your energy bill, according to the U.S. Department of Energy.	1.00
TRUCK CHARGE	Cover's the businesses common expenses associated with each service call, including travel expenses and travel time, service vehicle expenses.	4.00
LABOR	TIME ASSIGNED TO THE COMPLETION OF THE JOB .	2.00
QUARTELY FILTER CHANGE	How often should air filters be changed in an office? When should the air filters be changed in an office? Unlike home air filters you may use for your HVAC system that only require to be changed every 6-12 months, office HVAC air filters should be checked and possibly replaced every 2 months	1.00

POTENTIAL SAVINGS	\$66.80
SUB-TOTAL	\$668.00
TAX	\$0.00
TOTAL	\$668.00



BILL TO

Chillicothe and Ross County Library
 140-146 South Paint Street
 Chillicothe, OH 45601

ESTIMATE 32000719	ESTIMATE DATE Apr 20, 2023
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Job: 31996210

JOB ADDRESS

Chillicothe & Ross Co Lib
MAINTENANCE BUILDING
 Chillicothe, OH 45601

TASK	DESCRIPTION	QTY
1-5 TON HEAT PUMP SPLIT	Why Preventive maintenance is important HVAC? Save Money Regular HVAC maintenance is said to reduce the risk of costly breakdowns by as much as 95%. ... Cut energy bills: Preventive maintenance helps ensure that your HVAC system runs at close to peak efficiency. This can mean savings of up to 30% on your energy bill, according to the U.S. Department of Energy.	1.00
AIR/FURNACE ATTIC/CRAWL	Why Preventive maintenance is important HVAC? Save Money Regular HVAC maintenance is said to reduce the risk of costly breakdowns by as much as 95%. ... Cut energy bills: Preventive maintenance helps ensure that your HVAC system runs at close to peak efficiency. This can mean savings of up to 30% on your energy bill, according to the U.S. Department of Energy.	1.00
TRUCK CHARGE	Cover's the businesses common expenses associated with each service call, including travel expenses and travel time, service vehicle expenses.	4.00
QUARTELY FILTER CHANGE	How often should air filters be changed in an office? When should the air filters be changed in an office? Unlike home air filters you may use for your HVAC system that only require to be changed every 6-12 months, office HVAC air filters should be checked and possibly replaced every 2 months	1.00
LABOR	TIME ASSIGNED TO THE COMPLETION OF THE JOB .	2.00

POTENTIAL SAVINGS	\$72.65
SUB-TOTAL	\$726.50
TAX	\$0.00
TOTAL	\$726.50



BILL TO

Chillicothe and Ross County Library
 140-146 South Paint Street
 Chillicothe, OH 45601

ESTIMATE 32001436	ESTIMATE DATE Apr 20, 2023
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Job: 31996224

JOB ADDRESS

Ross County Public Library
MAIN
 Chillicothe, OH 45601

TASK	DESCRIPTION	QTY
GAS FURNACE	Why Preventive maintenance is important HVAC? Save Money Regular HVAC maintenance is said to reduce the risk of costly breakdowns by as much as 95%. ... Cut energy bills: Preventive maintenance helps ensure that your HVAC system runs at close to peak efficiency. This can mean savings of up to 30% on your energy bill, according to the U.S. Department of Energy.	7.00
1-5 TON SPLIT A/C	Why Preventive maintenance is important HVAC? Save Money Regular HVAC maintenance is said to reduce the risk of costly breakdowns by as much as 95%. ... Cut energy bills: Preventive maintenance helps ensure that your HVAC system runs at close to peak efficiency. This can mean savings of up to 30% on your energy bill, according to the U.S. Department of Energy.	7.00
TRUCK CHARGE	Cover's the businesses common expenses associated with each service call, including travel expenses and travel time, service vehicle expenses.	4.00
LABOR	TIME ASSIGNED TO THE COMPLETION OF THE JOB .	2.00
QUARTELY FILTER CHANGE	How often should air filters be changed in an office? When should the air filters be changed in an office? Unlike home air filters you may use for your HVAC system that only require to be changed every 6-12 months, office HVAC air filters should be checked and possibly replaced every 2 months	1.00

POTENTIAL SAVINGS	\$207.20
SUB-TOTAL	\$2,072.00
TAX	\$0.00
TOTAL	\$2,072.00



BILL TO

Chillicothe and Ross County Library
 140-146 South Paint Street
 Chillicothe, OH 45601

ESTIMATE 32000154	ESTIMATE DATE Apr 20, 2023
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Job: 32000019

JOB ADDRESS

Chillicothe & Ross Co Librar
 550 Buckeye St.
 Chillicothe, OH 45601

TASK	DESCRIPTION	QTY
GAS FURNACE	Why Preventive maintenance is important HVAC? Save Money Regular HVAC maintenance is said to reduce the risk of costly breakdowns by as much as 95%. ... Cut energy bills: Preventive maintenance helps ensure that your HVAC system runs at close to peak efficiency. This can mean savings of up to 30% on your energy bill, according to the U.S. Department of Energy.	5.00
1-5 TON SPLIT A/C	Why Preventive maintenance is important HVAC? Save Money Regular HVAC maintenance is said to reduce the risk of costly breakdowns by as much as 95%. ... Cut energy bills: Preventive maintenance helps ensure that your HVAC system runs at close to peak efficiency. This can mean savings of up to 30% on your energy bill, according to the U.S. Department of Energy.	5.00
Limited access	Difficult working space in closet crawl space attic or other areas that add extra time to the job .	5.00
TRUCK CHARGE	Cover's the businesses common expenses associated with each service call, including travel expenses and travel time, service vehicle expenses.	4.00
QUARTELY FILTER CHANGE	How often should air filters be changed in an office?When should the air filters be changed in an office? Unlike home air filters you may use for your HVAC system that only require to be changed every 6-12 months, office HVAC air filters should be checked and possibly replaced every 2 months	1.00
LABOR	TIME ASSIGNED TO THE COMPLETION OF THE JOB .	2.00

POTENTIAL SAVINGS	\$210.40
SUB-TOTAL	\$2,104.00
TAX	\$0.00
TOTAL	\$2,104.00



BILL TO

Chillicothe and Ross County Library
 140-146 South Paint Street
 Chillicothe, OH 45601

ESTIMATE 32000724	ESTIMATE DATE Apr 20, 2023
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Job: 31996210

JOB ADDRESS

Chillicothe & Ross Co Lib
ANNEX
 Chillicothe, OH 45601

TASK	DESCRIPTION	QTY
ROOF TOP 3-5 TON	Why Preventive maintenance is important HVAC? Save Money Regular HVAC maintenance is said to reduce the risk of costly breakdowns by as much as 95%. ... Cut energy bills: Preventive maintenance helps ensure that your HVAC system runs at close to peak efficiency. This can mean savings of up to 30% on your energy bill, according to the U.S. Department of Energy.	12.00
TRUCK CHARGE	Cover's the businesses common expenses associated with each service call, including travel expenses and travel time, service vehicle expenses.	4.00
DUCTLESS SPLIT SYSTEM OUTDOOR	Why Preventive maintenance is important HVAC? Save Money Regular HVAC maintenance is said to reduce the risk of costly breakdowns by as much as 95%. ... Cut energy bills: Preventive maintenance helps ensure that your HVAC system runs at close to peak efficiency. This can mean savings of up to 30% on your energy bill, according to the U.S. Department of Energy.	6.00

The number one reason it's important to maintain HVAC systems in multi-family properties is, of course, cost. Repairing a broken system can be very expensive, eating into revenue and reducing your profits. It's much more economical in the long-term to ensure that you have your system regularly maintained by a commercial HVAC company who can spot any potential issues before they become fully-fledged problems.

Aside from the cost factor, broken or unreliable HVAC systems are a cause of tenant dissatisfaction, whether that's because the system keeps breaking down, or because of high energy bills.

In general, regular maintenance also improves the look of a residential property, making it more appealing to existing and potential tenants.

BENEFITS OF REGULAR HVAC MAINTENANCE

1. Your system will run at optimal efficiency
2. Energy bills will be reduced
3. You won't need as many system repairs
4. Tenants and any users of your commercial properties will be more satisfied
5. Reactive repair costs will be reduced
6. Your HVAC system will last for longer, increasing its ROI

WHAT DOES REGULAR HVAC MAINTENANCE INCLUDE?

Commercial HVAC contractors typically provide regular system maintenance for commercial and multi-family properties that includes:

- Identifying issues such as worn parts before they cause a real (and costly) problem
- Optimizing system performance
- Cleaning external and internal components (this is especially important in ensuring healthy air quality)
- Addressing potential fire hazards and other safety concerns

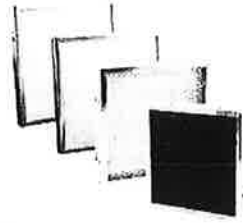
THE ULTIMATE BENEFIT OF REGULAR HVAC MAINTENANCE IN NUMBERS

Let's take a boiler as an example. The average cost of regularly maintaining a commercial boiler, or a boiler in a multi-family property, is \$2,000 per year. The average cost for repairing a broken boiler can be as much as \$10,000, or even more*.

Additionally, you'll need to replace an unmaintained boiler years earlier than you would a boiler that's been regularly maintained.

CLEAN
WASHABLE
FILTER

48.00



How do you clean a washable air filter?

First, safely get the filter out of the AC unit. Rinse it with water. You can use a **gentle brush and mild detergent** to wash off sticky particles. Once that's done, shake the excess water so it drains out of the drain holes in the frame, and reinstall the air filter back into the system

QUARTELY
FILTER
CHANGE

How often should air filters be changed in an office? When should the air filters be changed in an office? Unlike home air filters you may use for your HVAC system that only require to be changed every 6-12 months, office HVAC air filters should be checked and possibly replaced **every 2 months**

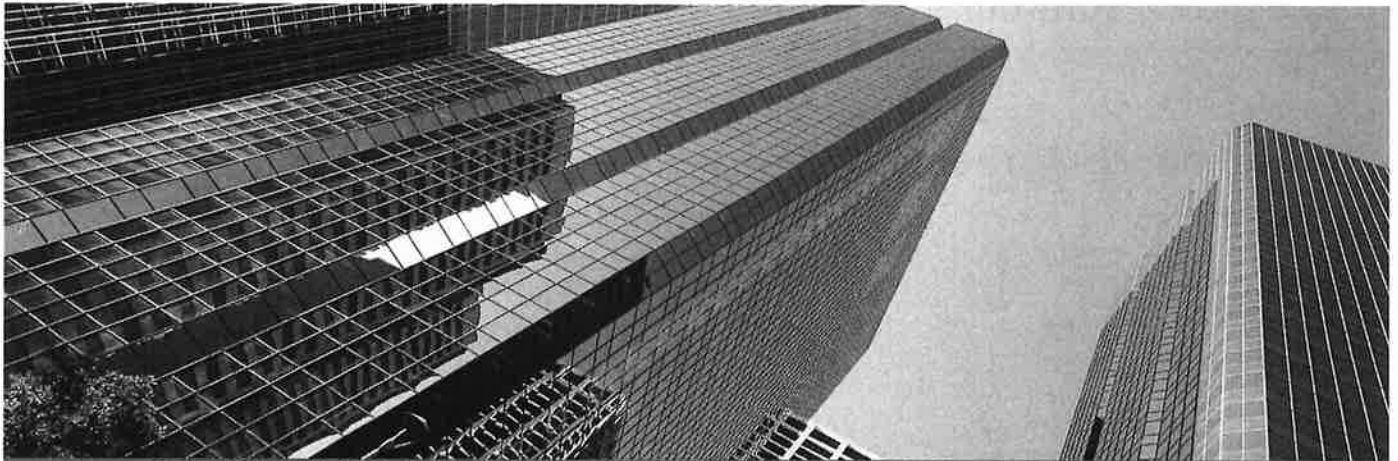
6.00

LABOR

TIME ASSIGNED TO THE COMPLETION OF THE JOB

2.00

POTENTIAL SAVINGS	\$1,180.64
SUB-TOTAL	\$11,806.40
TAX	\$0.00
TOTAL	\$11,806.40



MECHANICAL INVESTMENT SERVICE PROPOSAL

This proposal especially prepared for:
Chillicothe and Ross County Public Library

Date:
May 11, 2023

Prepared for:
Chillicothe and Ross County Public Library

Prepared by:
Derrick Allison
6148130081 7405777736
derrick.allison@limbachinc.com



Table of Contents

Executive Summary

Maintenance Agreement

Equipment

Air Filter Schedule

Supplemental Information

Terms and Conditions

EXECUTIVE SUMMARY

Limbach Company LLC would like to thank Chillicothe and Ross County Public Library for this opportunity to propose the following custom tailored mechanical maintenance solution for your heating, ventilation and air conditioning (HVAC) equipment. We wish to thank Scott Arnett for assistance in getting the needed information to make this proposal possible.

In today's economy, companies like Chillicothe and Ross County Public are charged with finding ways to continually improve upon quality of service while containing or reducing costs. During this time, effective strategic decision making is crucial to meeting these higher standards. Limbach Company LLC is a resource that offers turnkey integrated mechanical maintenance solutions designed to help meet these goals. Limbach Company LLC is dedicated to identifying, developing, and implementing strategies that will reduce your cost structure through the implementation of optimally designed mechanical maintenance programs.

With this planned Service Agreement, Limbach Company LLC can help you achieve the following five objectives.

1. Safety First

Ensuring a safe environment for you and your building occupants.

2. Quality

Providing the right technician with the right tools and right training. On time, every time.

3. Proactive Not Reactive

Preventing repairs before they become failures and disrupt operations.

4. Service Experience

Providing customer satisfaction on every service call by keeping you informed every step of the way with our 4-Point Communication Process.

5. Systems That Work

Providing extended equipment life, reduced breakdowns and improved equipment efficiency, this leads to reduced operating costs and operational efficiency giving you the peace of mind in knowing your HVAC system works.



Limbach Company LLC is one of the most advanced and largest service organizations in the area with the most sophisticated computerized dispatch and maintenance management system available. Our purchasing power of HVAC equipment and maintenance materials is second to none in the industry. Our purchasing power keeps our costs lower, which in turn benefits you directly in all categories of HVAC work we perform on your behalf. We have, for more than 100 years, been able to provide our customers with the best value for their investment dollar.

Standard PM

This Agreement is made by and between:

Contractor: Limbach Company LLC 16635 Canaanville Hills Road Athens, Ohio 45701	Customer: Chillicothe and Ross County Public Library 140 South Paint Street Chillicothe, Ohio 45601
<i>Herein after known as "Contractor"</i>	<i>Herein after known as "Customer"</i>

Services to be provided at the following locations:	167 W Springfield Frankfort OH 45628 770 Main St Richmond Dale OH 45673 17 Main St Kingston OH 45644 550 Buckeye St Chillicothe OH 45601 140 S. Paint St Chillicothe OH 45601 40 W. 5th St Chillicothe OH 45601
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Limbach Company LLC agrees to provide the services described in the attached schedules in accordance with the following terms and conditions:

- Schedule "A": Describes the level of service being provided by the Agreement.
- Schedule "B": Describes the equipment covered by the Agreement.
- Schedule "C": Describes the filter types and changes per year.
- Schedule "D": Describes the supplemental information in this agreement.
- Schedule "E": Describes the limit of liability and the terms and conditions.

Terms and Payment

Agreement coverage will commence on **July 1, 2023**.

The Agreement price is:

Year one \$26,732.00 payable in advanced installments of \$6,683.00 per Quarter beginning on the effective date of July 1, 2023 through June 30, 2024.

Year two \$27,266.64 payable in advanced installments of \$6,816.66 per Quarter beginning on the effective date of July 1, 2024 through June 30, 2025.

- Agreement to include:**
- Operational Testing and Inspecting
 - Preventive Maintenance
 - Maintenance Supplies
 - Filter Service as Shown on Filter Schedule

The schedules attached to the service Agreement constitute the entire Agreement between Limbach Company LLC and Chillicothe and Ross County Public Library. The service Agreement remains the property of Limbach Company LLC and is provided for the Chillicothe and Ross County Public Library use only. This service Agreement is subject to management approval by Limbach Company LLC. No waiver, change or modification of any terms or conditions shall be binding on Limbach Company LLC unless made in writing and signed by authorized management of Limbach Company LLC.

This two year agreement shall continue in effect from year to year, after initial term, unless either party gives written notice to the other of intention not to renew thirty (30) days before the anniversary date. The annual Agreement price, unless otherwise indicated, is subject to adjustment on each commencement anniversary to reflect increases in labor, material and other cost.

Signed By: _____
 Date: _____
Derrick Allison- Service Sales Representative

Signed By: _____
 Date: _____

Approved By: _____
 Date: _____
Steve Haley- Southeastern Ohio Area General Service Manager

Approved By: _____
 Date: _____
 Name / Title

SCHEDULE A

Limbach Company LP (hereinafter "Limbach Company LLC") will furnish **Standard Preventive Maintenance** on the air conditioning, heating, ventilating, and other mechanical systems and components described on the Equipment Schedule. Limbach Company LLC will initiate, schedule, administer and monitor this program on a regular basis and keep the customer informed of its progress through presentation of a Service Report to the customer for review and signature after each service call.

Standard Preventive Maintenance includes the following services as required and applicable based on manufacturers' recommendations, location, application, type, run time, and Limbach Company LLC's own experience and expertise to keep the systems and components described on the Equipment Schedule operating properly:

- Regular & Systematic preventive maintenance inspections
- Regular & Systematic operational inspections
- Check and log performance of all components
- Replace air filters as shown on the Air Filter Service Schedule
- Adjust & functionally clean system components, motors, starters, drives & accessories
- Lubricate moving parts where applicable
- Seasonal change over & set controls for seasonal operation
- Brush foreign matter from condensers
- Chemically clean condensers annually
- Flush & fill evaporative condensers or cooling towers at the start of cooling season
- Drain evaporative condensers or cooling towers at the time of winter shutdown inspection
- Drain water from included components likely to freeze at the end of the cooling season
- Clean tower spray nozzles
- Punching and cleaning chiller tubes
- Punching and cleaning condenser tubes
- Punching and cleaning boiler tubes

Standard Preventive Maintenance will include all of the supplies listed below as needed to properly maintain the systems and components on the Equipment Schedule:

- Oil for fan & motor bearings
- Grease
- Fan belts
- Chemical and cleaning agents
- Other preventive maintenance supplies
- Air filters as shown on the Air Filter Service Schedule

Standard Preventive Maintenance does NOT include:

- *Repair parts, materials, or refrigerants*
- *Labor for the installation of repair parts*
- *Labor for emergency service calls*
- *Piping & insulation*
- *Repairs to equipment damaged by freezing weather*
- *Air ducts, duct cleaning, or grilles*
- *Brickwork, tubes & heat exchangers for boilers, furnaces, and/or duct furnaces*
- *Fuses, circuit breakers, and disconnect switches*
- *Service calls not requiring the performance of services or repairs*
- *Wiring except in control panels*
- *Decorative casings and painting for appearance*
- *Replacement of any complete piece of equipment*
- *Replacing condensers*
- *Replacing chilled, hot water, or steam coils*
- *Replacing boiler tubes*
- *Replacing chiller or condenser tubes*
- *Air or water balancing of any system*
- *Equipment and system design*
- *Required use of cranes or helicopter*
- *Overtime work*
- *Refrigerant*

SCHEDULE B

- (16) 1-5 Ton Split Units A/C – Gas Furnaces**
- (6) 3-5 Ton Split Units A/C – Gas Furnaces**
- (2) VRF Outdoor heat recovery systems**
- 22 Indoor Mini Splits**

SCHEDULE C

Replaceable Filters are changed **quarterly** on all systems and purchased by Limbach.

Washable Filters are cleaned **quarterly** on all systems and purchased by Limbach.

SCHEDULE D

Supplemental Information

All applicable items mentioned on Schedule A of this agreement will take place on the equipment listed on Schedule B of this agreement.

Belts are changed **once** a year on all applicable units and purchased by Limbach.

SCHEDULE E

Terms and ConditionsRev:4-2007

- A. In case of any failure to perform its obligations under this Agreement, Limbach Company LLC's liability is limited to repair or replacement at its option and such repair or replacement shall be Customer's sole remedy. Unless otherwise stated herein, the cost of repair or replacement shall not exceed the annual Agreement Price. This warranty is conditioned upon the proper operation and maintenance by Customer and does not apply if the failure is caused or contributed to by accident, alteration, abuse or misuse, and shall not extend beyond the term of this Agreement.
- B. Limbach Company LLC is not responsible for any pre-existing defects or deficiencies in the equipment and/or systems listed in the Schedules. During this Agreement's initial seasonal operating inspections, any repairs found necessary to correct equipment or system defects, or to bring it to a maintainable condition, will be billable to the Customer on a time and material or quoted basis or the equipment or system will be excluded from the scope of this Agreement and the Agreement Price adjusted accordingly.
- C. All equipment used by Limbach Company LLC in the performance of its work hereunder shall remain the property of Limbach Company LLC unless otherwise specified.
- D. Limbach Company LLC's obligation under this Agreement does not include the identification, abatement, or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous material, or any fungus(es) or spore(s); substance, vapor or gas produced by or arising out of any fungus(es) or spore(s); or any material, product, building component or structure that contains, harbors, nurtures or acts as a medium for any fungus(es) or spore(s). In the event such substances, wastes and materials are encountered, Limbach Company LLC's sole obligation will be to notify the Customer of their existence. Limbach Company LLC shall have the right thereafter to suspend its work until such substances, wastes, or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the Agreement Price equitably adjusted.

Limbach Company LLC expressly disclaims any and all responsibility and liability for the indoor air quality of the Customer's facility, including without limitation, injury or illness to occupants of the facility or third parties, or any damage to the Customer's facility, arising out of or in connection with Limbach Company LLC's work under this Agreement, including without limitation any illness, injury, or damage resulting in any manner from any fungus(es) or spore(s), any substance, vapor or gas produced by or arising out of any fungus(es) or spore(s), or any material, product, building component or structure that contains, harbors, nurtures or acts as a medium for any fungus(es) or spore(s).

Limbach Company LLC's obligations under this Agreement do not include the removal or disposal of refrigerant or waste oil unless expressly set forth in the Scope of Services.

- E. Customer shall provide to Limbach Company LLC the ability to start and stop the equipment during Limbach Company LLC's regular inspections in coordination with building operating personnel. Customer will provide to Limbach Company LLC reasonable and safe means of access to the equipment, including any removal, replacement, or refinishing the building structure as required.
- F. Limbach Company LLC reserves the right to periodically test and evaluate the water treatment services for the systems and components covered by this Agreement if furnished by others to ensure that these services are satisfactory to Limbach Company LLC.
- G. All work and repairs are to be performed during Limbach Company LLC's regular working hours and under weather and other conditions that are safe for Limbach Company LLC to perform the work or repairs, including travel to and from Customer's location. If for any reason, except for minor repairs associated with emergency service, Customer requests that work be done beyond Limbach Company LLC's regular working hours, Customer shall pay the difference between regular and overtime labor at then-prevailing billing rates. If at any time the Customer fails to provide Limbach Company LLC with safe conditions to perform the work, Limbach Company LLC may immediately cease work and Customer shall pay Limbach Company LLC for the service call.
- H. Limbach Company LLC shall not be required to furnish any items for equipment which are recommended or required by Insurance companies, Federal, State, Municipal and other authorities, or to repair factory defects recommended by the manufacturer.
- I. Any alternations, additions, adjustments or repairs made by others, may terminate Limbach Company LLC's obligations hereunder, at Limbach Company LLC's sole option.
- J. Limbach Company LLC's work hereunder does not include the daily function of starting and stopping the equipment or the opening and closing of valves, dampers or regulators normally installed to protect the equipment against damage, or for obtaining proper operation.

- K. In the event Limbach Company LLC is required to make repairs and/or replacements, or emergency calls, occasioned by the improper operation of the equipment, or due to damage caused by electrolytic action (either battery action or stray currents), or caused by erosion and/or corrosion (other than corrosion covered by this Agreement), or caused by flood, lightning, wind, the elements, rebellions, riots, strikes, labor disputes, civil commotion of any kind, or by any other cause beyond Limbach Company LLC's control, or failures that could not have been reasonably prevented by the execution of normal maintenance procedures as recommended by the equipment manufacturer, Customer shall reimburse Limbach Company LLC for all costs and expense incurred in making such repairs and/or replacements, or emergency calls in accordance with the then-current established rates for performing such services.
- L. This Agreement is not a guarantee against obsolescence for the systems, components or refrigerants covered by the Agreement. Where factory replacement parts become no longer available, Customer will be notified in writing.
- M. Limbach Company LLC shall not be liable for any claim, damage, loss, or expense nor for injuries to persons, or damage to property, and Customer shall defend, indemnify, and hold Limbach Company LLC harmless for any such claim or liability, except to the extent caused directly by the negligent acts or omissions of Limbach Company LLC's employees. Limbach Company LLC shall not be liable for any delay, loss, damage, or detention caused by the unavailability of labor, parts, equipment, supplies, or material caused by reason of strikes or labor disputes affecting Limbach Company LLC's employees who perform services under the Agreement or for delays in procuring parts, equipment, or supplies or for any other cause beyond Limbach Company LLC's reasonable control. **UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY, OR OTHERWISE, WILL Limbach Company LLC BE RESPONSIBLE OR LIABLE FOR DAMAGES ARISING FROM LOSS OF USE, LOSS OF BUSINESS AND/OR PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSE, CLAIMS OF CUSTOMER'S CLIENTS OR TENANTS, OR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, ARISING OUT OF ITS PERFORMANCE UNDER THIS AGREEMENT, EVEN IF Limbach Company LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
- N. The amount of any taxes for which Limbach Company LLC may become liable for or in connection with its performance under this Agreement shall be in addition to the Agreement Price and will be calculated and shown on the Agreement invoice or invoiced separately and paid by the Customer.
- O. Failure to make any payment when due may result in the suspension of contracted services or termination of this Agreement, at Limbach Company LLC's sole option. In such event, Customer shall be liable for the entire Agreement Price resulting from such suspension or termination or for any other breach by Customer. In the event that Limbach Company LLC prevails in any action against Customer to recover amounts due hereunder, Customer shall reimburse Limbach Company LLC for its attorney's fees and court costs associated with such action. In such event, Limbach Company LLC shall be entitled to recover the entire Agreement Price and any additional damages resulting from such early termination or breach by Customer.
- P. Any obligations assumed by Limbach Company LLC under the terms of this Agreement do not extend beyond the date of termination or expiration of this Agreement. Any action by Customer relating to this Agreement shall be commenced within one (1) year of the date of performing the work of this Agreement.
- Q. Payment terms of all amounts due under this Agreement are net thirty (30) days of Customer's receipt of invoice. A 1 ½% (one and one half percent) per month service charge will be applied to past due balances. Limbach Company LLC reserves the right to revise the annual Agreement Price to reflect changes in labor, material, and other costs at the commencement of any new annual period after the initial term by giving written notice to the Customer.



Limbach is a full-service mechanical contractor in Chillicothe, Athens, Columbus, and surrounding areas.

Please remember us for future heating, cooling, and plumbing needs. We also service and fix kitchen equipment. (Anything Mechanical)

I'm sharing a **new customer form** here for you. Getting into the **system is free, ensuring faster emergency service.**

Derrick 7405777736 derrick.allison@limbachinc.com

Points of contact for service work.

- Point of contact #1: Joe Chandler, Associate Service Manager, 1-614-554-1274 work cell, joe.chandler@limbachinc.com
- Point of contact #2: Steve Haley, General Manager, 1-614-545-8251 work cell, steve.haley@limbachinc.com



New Customer Information

Company: _____

Site Location Name Where Work is
Being Performed: _____

Site Location Address Where Work is
Being Performed: _____

City: _____ State: _____ Zip: _____

Phone: _____
Contact: _____

Customer Name/Billing Information: _____

Phone: _____ Fax: _____

E-Mail: _____

Purchase Order # _____

Purchasing Manager: _____

Accounts Payable Contact: _____

Federal Tax ID # _____
Emergency Service Contact: _____

Business Hours: _____

Tax Status: _____ Must have a copy of Tax Exemption Certification to be Non Taxable

Salesperson _____

Special Instructions: _____

Please include Tax Exemption Form (If Applicable) & A Signed W9 Form

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number					
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	-		-		
or					
Employer identification number					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 40%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-	
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Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

