

Wayne Regional Educational Service Agency Master Service Agreement

This Master Service Agreement (the "Agreement") is entered into as of this first day of July 1, 2022 ("Effective Date") by and between Wayne Regional Educational Service Agency ("WCRESA") located at 33500 Van Born Road, Wayne, Michigan 48184 and W.J. O'Neil Company ("Supplier"), located at 35457 Industrial Road, Livonia, MI 48150. Collectively, WCRESA and Supplier will be known as the "Parties" and individual as a "Party".

WHEREAS, WCRESA wishers to engage Supplier to provide certain services as described in Section 2 of this Agreement ("Services");

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree as follows:

1. Services

WCRESA will facilitate the Agreement with W.J. O'Neil Company for HVAC equipment and building controls systems maintenance. WCRESA has designated the following individual(s) as official approvers on its behalf:

Name	Title	Phone	Email Address
Rob McCoy	Executive Director of Operations and IT Infrastructure	(734) 334-1613	Mccoyr@resa.net

2. Supplier Responsibilities

During the Term of this Agreement, Supplier agrees to timely furnish services, materials, information, resources and feedback in conformity with the Supplier's response to the RFP #22-04-157 HVAC Equipment and Building Controls Systems Maintenance and as reasonably requested by WCRESA. Supplier's failure to do so may affect the terms, including without limitation, the payments for Services. In particular, Supplier agrees to furnish:

W.J. O'Neil Company to provide services at the following locations:

Location	Address
Wayne RESA Education Center	33500 Van Born Road Wayne, MI 48184
Wayne RESA Burger Baylor Building	28865 Carlyle Inkster, MI 48141

Section	Specification
1.0	Introduction
1.1	<p>WCRESA is committed to providing a safe and secure environment for all staff, students, and clients that conduct business or visit any WCRESA operated campus. Prior to any individual servicing WCRESA operated campuses, a criminal history records check shall be conducted in accordance with state law. Individuals seeking access to WCRESA operated campuses will be held to a similar standard of review as WCRESA employees and contractors, including the requirement that any criminal conviction will require the individual to provide requested documentation so that WRESA can conduct a targeted review and individualized assessment. Background checks must be fully completed prior to starting work on any WCRESA campus, and only individuals authorized in writing by Wayne RESA utilizing a DETERMINATION FOR ASSIGNMENT form will be accepted as qualified for placement.</p> <p>Background checks will be processed by WCRESA for a fee of seventy-five dollars (\$75.00) for each CHRI record initiated by the vendor. The contractor is responsible for all processing costs and fees associated with background checks, including WCRESA processing fees. Wayne RESA shall issue an invoice to the vendor detailing the fees owed to Wayne RESA during each month of the Term. The vendor must remit payment within thirty (30) days of receipt of such invoice. Any invoices unpaid after that thirty (30) day period shall be deducted from amounts due from WRESA to the vendor.</p>
1.2	<p>The technician assigned to this account should be at the apprentice level and should have a minimum of five (5) years' experience. They should be factory trained on the control systems listed. Also, they should have the applicable certifications to service the equipment located in all RESA facilities.</p>
1.3	<p>A qualified controls technician is expected to visit the WCRESA campuses, performing maintenance as required, on a monthly basis</p>
1.4	<p>A licensed, union (preferred), service technician will provide services five (5) days per week to be split evenly between the WCRESA Education Center and Burger Baylor campuses. The schedule will be agreed upon by the WCRESA Director of Operations and IT Infrastructure and the supplier. WCRESA is not to be charged additional fees (e.g., mileage, fuel, fuel surcharge, truck charges, etc.) while conducting normal service operations under this Agreement.</p>
1.5	<p>The Director of Operations and IT Infrastructure and the supplier will agree on a primary service technician dedicated to WCRESA operated campuses.</p>

1.6	All maintenance service work under this Agreement will be performed during a normal working day (7:00 a.m.–5:00 p.m., Monday - Saturday).
1.7	Emergency service, including overtime service, is included under this Agreement, 24/7, with a guarantee of a two (2) hour response as explained herein. It is the expectation the emergency response and overtime will be including the annual cost of this agreement, and no additional costs for this coverage will be billed to WCRESA. Preferential service will be guaranteed to the Owner over non-contracted customers during high volume periods or when emergency services are required.
1.8	Under this Agreement, the supplier will repair or replace worn parts or complete components with new parts. It is understood that this undertaking applies only to the control systems and mechanical equipment covered in this Agreement as explained herein.
1.9	The replacement or repair of non-moving parts of heating, cooling and ventilating equipment (e.g. fan duct work, boiler shell, unit cabinets, boiler refractory material, concealed piping, insulation, etc.) are not included in this Agreement.
1.10	A service Report outlining the hours of service and maintenance performed will be furnished after each visit. Any unusual or unfavorable conditions observed will be noted and the Service Technician will provide WCRESA with recommendations for corrective measures.
1.11	The supplier shall keep and provide a computer-based schedule for a complete record of all maintenance work done, along with establishing a tag record system on valves.
1.12	It is agreed that the domestic hot water heaters and domestic hot water circulating pumps are a part of this Agreement.
1.13	WCRESA will provide reasonable means or access to all devices which are to be serviced. The supplier shall be free to start and stop all primary equipment incidentals to the operation of the mechanical systems as arranged with the WCRESA representative.
1.14	During the term of this Agreement, any local school district or public-school academy (“school district”) within Wayne County, Michigan may choose to access this agreement. The supplier will provide the awarded bid pricing for the requested services to these entities. Requested services including detail of district requirements shall be provided by the individual district or building representatives.
2.0	Services Performed
2.1	At the time of regular preventive maintenance visits, the supplier will perform the following services, as necessary to keep the systems operating properly: <ul style="list-style-type: none"> • Check controls system to assure proper climate and temperatures within the buildings via the Building Energy Management System. WCRESA will provide set point guidelines per site.

	<ul style="list-style-type: none"> • Check condition of insulation on the equipment and refrigerant piping. • Check interconnecting refrigerant, condenser water, chilled water and hot water piping. • Check condensate traps and manual service valves at the equipment. • Check for refrigerant leaks. • Check condition of all bearings, lubricate and adjust belt tension. • Check operation and condition of all components. • Check and clean or adjust, where necessary, all capacity, temperature and safety devices, which control or protect equipment. • Take necessary readings and make indicated test to assure that system is operating at peak efficiency. • Lubricate all moving parts and applicable pumps. Quarterly or as needed. • Discuss equipment with WCRESA • Clean air-cooled condenser coils. • Clean cooling and/or heating coils. • Clean water-cooled or evaporative condensers. • Repair units and /or parts that are worn out, and which should be replaced. • Balance air supply ducts to various areas and/or rooms. • Replace heat lamps, electrodes and associated evaporative pads and water filtration.
3.0	Other Included Services
3.1	<ul style="list-style-type: none"> • Labor: Five (5) days per week • Filter Service: Quarterly basis four (4) times per year as scheduled at both WCRESA Education Center, and the Burger Baylor campus. • Filters should be inspected and replaced if they are found to be loaded prior to their normal replacement schedule. <u>Please note:</u> Burger Baylor requires weekly water loop filter replacement for pump • Water Treatment: HVAC closed loop systems water treatment. • Winterization & Start Up: Cooling tower and chiller units, and glycol as required for Burger Baylor • Safety tests: Yearly CSD- testing of boilers. • Control system: Yearly software upgrades • Training: the supplier shall provide training to RESA personnel per year as needed
4.0	Maintenance Services by Equipment Type
4.1	Air Handling Units <ul style="list-style-type: none"> • Inspect coils for blockage • Clean coils two (2) times per year

	<ul style="list-style-type: none"> • Inspect drain line and drain pan • Lubricate fan bearings per manufacturer recommendations • Lubricate motor bearings per manufacturer recommendations • Check belts and sheaves • Check motor mounts and vibration pads • Inspect wiring and tighten electrical connections • Check fan operation • Lubricate and adjust damper and linkage • Check motor operating voltage and amperage • Check and clean fan assembly • Clean outside air intake screen • Check and clean drains and drain pans • Check motor operating voltage and amperages • Lubricate and adjust dampers and linkage
4.2	<p>Rooftop Units</p> <ul style="list-style-type: none"> • Check unit for refrigerant leaks • Check and calibrate safety controls • Check and tighten electrical connections. Contractors, relays, and operating safety controls • Check starter; tighten all terminals and check contacts for wear • Lubricate motor bearings per manufacturer recommendations • Lubricate fan bearings per manufacturer recommendations • Check belts and sheaves • Check damper operation and lubricate adjust dampers and linkage • Check motor operating conditions • Check crankcase heater • Check external interlocks • Inspect filters and change if required • Check oil level in compressor (where applicable) • Inspect coils for blockage and cleanliness • Check and clean strainers and humidifier • Check and clean drain pans and drains • Check operation of control circuit • Brush all coils as needed per visits • Winterize and Summer chiller/ water tower start up
4.3	<p>Unit Heaters (Steam and Hot Water)</p> <ul style="list-style-type: none"> • Brush and vacuum coil, fan, and housing as required • Lubricate fan and motor bearings per manufacturer recommendations • Check belts and sheaves • Check and clean strainers • Check steam traps and hand valves • Inspect electrical connections, contractors, relays and operating controls

	<ul style="list-style-type: none"> • Check unit operation and adjust as required
4.4	<p>Heating Section-Gas</p> <ul style="list-style-type: none"> • Check operation and calibration of gas train components • Check burner and operation sequence • Check and clean combustion blower • Check combustion • Inspect heat exchanger • Check and calibrate operating safety controls • Check burner elements
4.5	<p>Heating Section-Electrical</p> <ul style="list-style-type: none"> • Inspect and tighten electrical connections • Check heating coil • Check and calibrate operating safety controls • Check heating elements
4.6	<p>Miscellaneous</p> <ul style="list-style-type: none"> • Log temperatures • Log pressures, voltages, amperages etc. • Prepare report listing deficiencies and submit with invoices
4.7	<p>Room Terminal Unit Controls</p> <ul style="list-style-type: none"> • Check and calibrate all room thermostats • Check all control valves and wiring • Check all damper actuators and wiring • Check operation of all dampers and lubricate • Check operation of auxiliary devices
4.8	<p>Fan Systems and HVAC Unit Controls</p> <ul style="list-style-type: none"> • Review sequence of operation • Check and calibrate all controllers • Check all control valves and wiring • Check all damper actuators and wiring • Check operation of all dampers and lubricate • Check all relays and terminal connections • Check voltages to controlled devices • Check all auxiliary control devices • Clean / wipe down panel face
4.9	<p>Make Up Air Units</p> <ul style="list-style-type: none"> • Check and clean / replace filters • Check and adjust belts • Clean and adjust burners • Inspect heat exchangers for leaks • Check burner safety controls • Check all electric controls and motor amp. Draw • Lubricate bearings, motors, and linkages
5.0	<p>Boiler/Furnace Gas/Oil – Operational Maintenance Inspection</p> <p><i>The following items will be checked, verified, tested, and serviced during annual inspection</i></p>
5.1	<ul style="list-style-type: none"> • Burner operation • Burner control system

	<ul style="list-style-type: none"> • Gas regulator and gas pressure • Burner leakages • Gas leaks • Safety switch • Gas valve/operation and bleed • Draft fan • Perform efficiency test/list on work order • Water cutoff, where applicable • Pumps operation and oil level • Water feeder, where applicable • Shut off valves, where applicable • Temperature controls, where applicable • Condensate float valve, where applicable • Condensate return pumps, where applicable • Condensate tank, where applicable • Condensate pumps, where applicable • Safety switches, where applicable • Switches, where applicable • Blow down feeder cut off control, where applicable • Safety relief valve • Combustion controls, where applicable • Piping connections • All associated valves • Water level gauge glass • Water level controls • Inspect refractory, where applicable • Blow down boiler • Blow down gauge glass • Clean external surfaces • Check freeze protection system, if applicable
5.2	<p>Exhaust Fans</p> <ul style="list-style-type: none"> • Lubricate fan bearings per manufacturer recommendations • Lubricate motor bearings per manufacturer recommendations • Check belts and sheaves • Check motor mounts and vibration pads • Check fan operation • Inspect wiring and tighten electrical connection
6.0	Building Energy Management / Control Systems
6.1	<p>The supplier must have a minimum of ten (10) years' experience with both Circon and Tridium control systems, as well as experience integrating Tridium Niagara Building Automated Systems with both Circon and Tridium. Supplier must also have the software tools that will allow service to these systems. The supplier must have experience to trouble shoot and resolve any issues that may arise with the integration of the new Tridium Niagara Building Automated System (BAS) which will provide</p>

	primary controls for the HVAC systems at both WCRESA and Burger Baylor.
6.2	All air handling unit (AHU) controllers must be checked for verification that the equipment operation matches the intended sequences on a monthly basis (this includes all safeties). Verify operation, including automatic restart, control sequences, scheduling, reset controls, and occupied/unoccupied cycles.
6.3	All variable air volume (VAV) box controllers must be checked and calibrated monthly . This includes air balancing and temperature calibrations.
6.4	System front end, data base and graphics will be checked and appropriate updates installed monthly .
6.5	Remote 365/24/7 monitoring of the HVAC building systems is required. This includes all Data Center air conditioning equipment. The supplier must be able to demonstrate how their organization currently provides this service. It is the expectation that the technician assigned to the account will be alerted by the control system, and will respond to any after hours emergency, independently of being contacted by WCRESA personal. The technician will notify the WCRESA Director of Operations and IT Infrastructure of any such emergency. The supplier may also be asked to furnish customer references where this service is also provided.
6.6	All remote connectivity to be verified for proper operation weekly.

Mechanical Equipment List(s)

(This not list is not intended to be an exhaustive equipment list. Supplier is responsible for maintenance of all equipment and controls in the buildings listed)

A. RESA Education Center

Penthouse C (North)

Boiler #1 – Raypak m/n H9-1532B s/n 0706267675

Boiler #2 – Raypak m/n H9-1532B s/n 0706267673

Boiler #3 – Raypak m/n H9-1532B s/n 0706267674

Boiler pumps (2) 7.5 hp B&G 1510 Series L50GPM 55 Ft.

Heating pumps (2) per floor, 6 total (4) 1AA5BF-25HP (2) 1.5A6B .75HP B&G AHU's

Carrier AHU's

#9 Supply m/n 39MN25Co105Y134XGS
s/n 3307U25679

Filters (8) 20 X 20 X 2 40% Pleated

Belts matched set (2) BX77

#9 Return m/n 39MN25C0105y911XGS
s/n 3307U25690

Belts matched set (2) AX-70

#8 supply m/n 39MN17C0105Y023XGS
s/n 3307U25675

Filters (4) 20 X 20 X 2 (2) 20 X 24 X 2 40% pleated
Belts (2) Matched set BX-55
#8 Return m/n 39MN17C0105Y811XGS
s/n 3307U25689
Belts matched set (2) AX-53

#7 supply m/n 39MN3OC0105XZ44XGS
s/n 3307U25673
Filters (10) 20 X 24 X 2 40% pleated
Belts Matched set (2) BX-75
#7 return m/n 39MN3OC0105Y11XGS
s/n 3307U256?
Belts matched set (2) AX-70

#6 supply m/n 39MN21C0105XY23XG5
s/n 3307U25668
Filters (6) 20 X 25 X 2 40% pleated
Belts matched set (2) BX-59
#6 return m/n 39MN21CO105Y611XGS
s/n 3307U25687
Belts matched set (2) BX-55

EF – 6
Greenheck Model: SWB212-4-CCW-UB-X
Serial: 07807624
Belt (1) 3L-290

EF – 6
Greenheck Model: SWB208-4-CW-UB-X
Serial: 07807639
Belt (1) 3L-270

EF – 4
Greenheck Model: SWB210-4-CCW-UB-X
Serial: 07807642
Belt (1) 3L0260

EF – 10
Greenheck Model: SWB206-4-CW-UB-X
Serial: 07807632
Belt (1) 3L-290

Penthouse A (East)

Carrier AHU's

#1 supply m/n 39MN25C0105XV44XGS
s/n 3307U25658
Filters (8) 20 X 24 X 2 40% pleated
Belts matched set (2) BX-80
#1 return m/n 39MN25C0105Y311XGS
s/n 3307U25684
Belts matched set (2)

#2 supply m/n 39MN17C0105XW44XGS
s/n 3307U25662
Filters (4) 20 X 20 X 2 (2) 20 X 42 X 2 40% pleated
Belts (3) 3VX560
#2 Return m/n 39MN17C0105Y411XGS
s/n 3307U25685
Belts (2) AX-55

#4 supply m/n 39MN25C0105XX44XGS
s/n 3307U25666
Filters (8) 20 X 24 X 2 40% pleated
Belts Matched set (2) BX-80
#4 return m/n 38MN30C0105Y511XGS
s/n 3307U25686
Belts matched set (2) AX-70

Multi-stack chiller
4) modules 50 ton each, 2 compressors each. (4) chilled water screens
(5) condensing water screens
Condensing water pumps (2) 10 HP 4BB-8-BF/SB 415 GPM, 50 Ft.
Chilled water pumps (2) 10 HP 247 GPM 75 ft. #25BB

#10 Make up air second floor kitchen
m/n 38MN03C0105Y233
s/n 3307U25683
Filter (1) 20 X 25 X 2 40% pleated

EF – 1
Greenheck Model: SWB-210-4-CCW-UB-X
Serial: 07607622
Belt (1) 3L-280

EF - 2
Greenheck Model: SWB-116-10-CCW-UB-X
Serial: 07607631
Belt (1) AP-36

EF - 3
Greenheck Model: SWB-110-4-CCW-UB-X
Serial: 07607629
Belt (1) 3L-260

3L-260 Perimeter heat pumps6, 4, .25 hp m/n 1AA (2) .75 HP m/n 15AGB
(4) Perimeter heat pumps, .25 HP, m/n 1AA
(2) Perimeter heat pumps, .75 HP, m/n 15AGB

Dry Coolers

#1 m/n FC36-392
s/n 04-08-091530-001-002
(3) fan motors, 1 hp each, 460V 3 ph.

#2 m/n FC36-392
s/n 04-08-091530-001-003
(3) motors 1 hp, 460V 3 phase

#3 m/n FC36-392
s/n 04-08-091530-001-00L
(3) motors, 1 HP ea. 460V 3 PH

3 pump B&G
m/n 2AC
75 GPM, 7-5 HP 135 ft. 3600 RPM
50 micron bag filter

Marley cooling tower
M/n HH20#2B2-C
S/n NC8303G1GS

Garage
AHU #5 Trane
m/n MCCA012GANOABB000E0
s/n K97C28196
Filters (6) 20 X 20 X 2 40% pleated
Belt (1) BP-46

EF - 7 Unit B Toilets
Greenheck model: GB-121-4-X
Serial: 109330240707
Belt (1) 3L-200

EF – 8 second floor storage rooms
Greenheck model: GB-081-6-X
Serial: 109330250707
Belt (1) 3L-210

Centri Master - Auditorium
Model: PNN245
Serial: RVB677101

Computer Room
#1 Ecosaire m/n ECU#66FZ446EHFSKLOQTY s/n E2007060052
Filters (10) 20 X 16 X 4
Belts (3) 4L-500

#2 Ecosaire m/n ECU#66FZ446EHFSKLOQTY s/n E2007060053
Filters (10) 20 X 16 X 4
Belts (3) 4L-500

B. Burger Baylor Campus Equipment

EF-01 (Room A18)

Greenheck

M/N: BSQ-16-7

Belt: A48

Note: Fan is located about 18" to 20" off floor. Extension ladder needed to access fan.

EF-02 (Room A28)

Greenheck

M/N: BSQ-16-7

Belt: A48

Note: Fan is located about 18" to 20" off floor. Extension ladder needed to access fan.

EF-03 (Room C30)

Greenheck

M/N: BSQ-16-7

Belt: A48

Note: Fan is located about 18" to 20" off floor. Extension ladder needed to access fan.

EF-04 (Room C18)

Greenheck

M/N: BSQ-13-5

Belt: A50

Note: Fan is located about 18" to 20" off floor. Extension ladder needed to access fan.

EF-05 (Penthouse)

M/N: BSQ-7-4

Belt: A50

EF-06 (Gym Storage)

Greenheck

M/N: BSQ-7-4

Belt: A50

EF-07 (Corridor B106)

Greenheck

M/N: BSQ-14-4

Belt: 3L450

EF-08 (Corridor B109)

Greenheck

M/N: BSQ-HP-14-3

Belt: 3L450

EF-09 (Room B7)

Greenheck

M/N: BSQ-7-4

Belt: 3L450

EF-10 (Boiler room)

Greenheck
M/N: BSQ-7-4
Belt: 3L450

EF-11 (Room E115)

Greenheck
M/N: BSQ-7-4
Belt: 3L450

EF-12 (Men toilet room E119)

Greenheck
M/N: BSQ-7-4
Belt: 3L450

EF-13 (Storage E125)

Greenheck
M/N: BSQ-7-4
Belt: 3L450

EF-14 (Room C5)

Greenheck
M/N: BSQ-7-4
Belt: 3L450

EF-15 (Room B7.3 kitchen)

Greenheck
Belt: 3L450

EF-16 (Room B2)

Greenheck
M/N: BSQ-70-4XQD
S/N: 9102678
Belt: 3L450

EF-17 (Room B7.3 kitchen hood)

FCU-B2
Greenheck
M/N: BCF-108-LMDX-QD
Belt: 3L390
Air filter: 16x25x2

FCU-A3
Greenheck
M/N: BCF-108-LMDX-QD
Belt: 3L390
Air filter 16x25x2

FCU-A15
Greenheck
M/N: BCF-108-LMDX-QD

Belt: 3L390
Air filter 16x25x2

FCU-A16
Greenheck
M/N: BCF-108-LMDX-QD
Belt: 3L390
Filter: 16x25x2

FCU-C3
Greenheck
M/N: BCF-108-LMDX-QD
Belt: 3L390
Filter: 16x25x2

FCU-C2
Greenheck
M/N: BCF-108-LMDX-QD
Belt: 3L390
Air Filter 16x25x2

FCU-C16
Greenheck
M/N: BCF-108-LMDX-QD
Belt: 3L390
Air filter: 16x25x2

FCU-C17
Greenheck
M/N: BCF-108-LMDX-QD
Belt: 3L390
Air filter: 16x25x2

AHU-1 (Serving east corridor)
McQuay
M/N: LSL111CH
S/N: 3XA00621-06
Motor: Dayton P/N: 3KW37A Frame: 184T
3HP 1755RPM 208-230-460 volt 14.2-13-6.5 amps 3PH
Pump: B&G P/N: M80121
1/3HP 1725RPM 115-230 volt 4.2-2.1 amps 1PH SF: 1.35 60CY
Belt: (2) A62
Filter: (2) 24x24x2, (3) 12x24x2

AHU-2 (Serving west corridor)
McQuay
M/N: LSL111CH
S/N: 3XA00622-06
Motor: Leeson P/N: C184T17DB15C Frame: 184T
Pump: B&G P/N: M80121
1/3HP 1725RPM 115-230 volt 4.2-2.1 amps 1PH SF: 1.35 60CY

Belt: (2) A62
Filter: (2) 24x24x2, (3) 12x24x2

AHU-3 (Serving multi-purpose room)

McQuay
M/N: LSL122DH
S/N: 3XA00623-04
Motor: Magnatek P/N: 6-355809-01 Frame: S215T
10HP 1750RPM 200-230 volt 30 amps 3PH 60HZ
Pump: B&G P/N: M80121
1/3HP 1725RPM 115-230 volt 4.2-2.1 amps 1PH SF: 1.35 60CY
Belt: (2) A62
Filter: (8) 24x24x2

AHU-4 (Serving multi-purpose room)

McQuay
M/N: LSL111CH
S/N: 3XA00624-06
Motor: Magnatek P/N: 6-355643-01 Frame: S184T
HP RPM 200-230 volt amps 3PH 60HZ
Pump: B&G P/N: M80121
1/3HP 1725RPM 115-230 volt 4.2-2.1 amps 1PH SF: 1.35 60CY
Belt: (2) A62
Filter: (2) 24x24x2, (3) 12x24x2

AHU-5 (Serving gym east)

McQuay
M/N: LSL108CH
S/N: 3XA00625-06
Motor: Magnatek P/N: 6-355639-01 Frame: S182T
3HP 1745RPM 200-230 volt 10 amps 3PH 60HZ
Pump: B&G P/N: M80121
1/3HP 1725RPM 115-230 volt 4.2-2.1 amps 1PH SF: 1.35 60CY
Belt: (1) A62
Filter: (2) 24x24x2, (2) 12x24x2

AHU-6 (Serving gym west)

McQuay
M/N: LSL108CH
S/N: 3XA00626-06
Motor: Magnatek P/N: 6-355639-01 Frame: S182T
3HP 1745RPM 200-230 volt 10 amps 3PH 60HZ
Pump: B&G P/N: M80121
1/3HP 1725RPM 115-230 volt 4.2-2.1 amps 1PH SF: 1.35 60CY
Belt: (1) A62
Filter: (2) 24x24x2, (2) 12x24x2

AHU-7 (Serving media center)

McQuay
M/N: LSL117DH
S/N: 3XA00627-0?

Motor: Magnatek	P/N: 6-355809-01	Frame: S215T				
10HP	1750RPM	200-230 volt	30 amps	3PH	60HZ	
Pump: B&G	P/N: M80121					
1/3HP	1725RPM	115-230 volt	4.2-2.1 amps	1PH	SF: 1.35	60CY
Belt: (2) A62						
Filter: (4) 24x24x2, (4) 12x24x2						

AHU-8 (Serving Administration Area)

McQuay / Multi Zone

M/N: LSL17DH

Motor: Magnatek	P/N: 6-355809-01	Frame: S215T				
10HP	1750RPM	200-230 volt	30 amps	3PH	60HZ	
Pump: B&G	P/N: M80121					
1/3HP	1725RPM	115-230 volt	4.2-2.1 amps	1PH	SF: 1.35	60CY
Belt: (2) A62						
Filter: (4) 24x24x2						
	(4) 12x24x2					

DX Chiller Unit (Serving Administration Area)

Carrier – 30 ton split system

M/N: 38AKS028-501

S/N: 1413Q62725

Motor: 2 ea 1 hp motor

Vestibule Cabinet Unit Heaters (Campus wide)

McQuay and Daikin

Type: Hot Water

Quantity: 13

Unit Heater #1

Location: Mechanical Room

M/N: UHH028BJL

S/N: 7WK04460

115 volt	60HZ	1PH	1/20 HP	1.2 amps
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Unit Heater #2

Location: Mechanical Room

Snyder General

M/N: UHH028BJL

S/N: 7WJ0871200

115 volt	60HZ	1PH	1/20 HP	1.2 amps
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Unit Heater #3

Location: Boiler Room

M/N: UHH044BJ

S/N: 7-XC07126K04460

Unit Heater #4

Location: Receiving

Qmark

M/N: MUH-07-8

Unit Heater #5

Location: Electrical Room just off Gym

Qmark

M/N: MUH-07-8

Unit Heater #6

Location: Outdoor Storage

Qmark

M/N: MUH-07-8

S/N: 11-91-1116

Unit Heater #7 & 8

Location: Kitchen above ceiling

Condensing Unit CU-1 Serving MDF Room

Comfortmaker

M/N: NAC024AKB1

S/N: L022703289

Unit Ventilator - Room A-3

Herman Nelson

Model: AH or AV

Filters: (2) 25x10x1 - (1) 10x10x1

Unit Ventilator - Room A-4

Herman Nelson

Model: AH or AV

Filters: (2) 25x10x1 - (1) 10x10x1

Unit Ventilator - Room A-5

Herman Nelson

Model: AH or AV

Filters: (2) 25x10x1 - (1) 10x10x1

Unit Ventilators - Room A-6

Herman Nelson

Model: AH or AV

Filters: (2) 25x10x1 - (1) 20x10x1

Unit Ventilator - Room A-8

Herman Nelson

Model: AH or AV

Filters: (2) 25x10x1 - (1) 20x10x1

Unit Ventilator - Room A-9

Herman Nelson

Model: AH or AV

Filters: (2) 25x10x1 - (1) 20x10x1

Unit Ventilator - Room A-12

Herman Nelson

Model: AH or AV

Filters: (2) 25x10x1 – (1) 20x10x1

Unit Ventilator - Room A-13

Herman Nelson

Model: AH or AV

Filters: (2) 25x10x1 - (1) 10x10x1

Unit Ventilator - Room A-14

Herman Nelson

Model: AH or AV

Filters: (2) 25x10x1 - (1) 10x10x1

Unit Ventilator - Room A-15

Herman Nelson

Model: AH or AV

Filters: (2) 25x10x1 - (1) 10x10x1

Unit Ventilator - Room A-16

Herman Nelson

Model: AH or AV

Filters: (2) 25x10x1 – (1) 20x10x1

Unit Ventilators - Room A-17

Herman Nelson

Model: AH or AV

Filters: (2) 25x10x1 – (1) 20x10x1

Unit Ventilator - Room A-18

Herman Nelson

Model: AH or AV

Filters: (2) 25x10x1 - (1) 10x10x1

Unit Ventilator - Room A-19

Herman Nelson

Model: AH or AV

Filters: (2) 25x10x1 - (1) 10x10x1

Unit Ventilator - Room A-26

Herman Nelson

Model: AH or AV

Filters: (2) 25x10x1 – (1) 20x10x1

Unit Ventilator - Room A-27

Herman Nelson

Model: AH or AV

Filters: (2) 25x10x1 – (1) 20x10x1

Unit Ventilator - Room A-28

Herman Nelson

Model: AH or AV

Filters: (2) 25x10x1 - (1) 10x10x1

Unit Ventilator - Room A-29

Herman Nelson

Model: AH or AV

Filters: (2) 25x10x1 - (1) 10x10x1

Unit Ventilator - Room B-2

Herman Nelson

Model: AH or AV

Filters: (2) 25x10x1 - (1) 20x10x1

Unit Ventilator - Room C-1

Herman Nelson

Model: AH or AV

Filters: (2) 25x10x1 - (1) 10x10x1

Unit Ventilator - Room C-2

Herman Nelson

Model: AH or AV

Filters: (2) 25x10x1 - (1) 10x10x1

Unit Ventilator - Room C-3

Herman Nelson

Model: AH or AV

Filters: (2) 25x10x1 - (1) 10x10x1

Unit Ventilator - Room C-4

Herman Nelson

Model: AH or AV

Filters: (2) 25x10x1 - (1) 10x10x1

Unit Ventilator - Room C-5

Herman Nelson

Model: AH or AV

Filters: (2) 25x10x1 - (1) 20x10x1

Unit Ventilator - Room C-9

Herman Nelson

Model: AH or AV

Filters: (2) 25x10x1 - (1) 20x10x1

Unit Ventilator - Room C-10

Herman Nelson

Model: AH or AV

Filters: (2) 25x10x1 - (1) 20x10x1

Unit Ventilator - Room C-13

Herman Nelson

Model: AH or AV

Filters: (2) 25x10x1 – (1) 20x10x1

Unit Ventilator - Room C-14

Herman Nelson

Model: AH or AV

Filters: (2) 25x10x1 - (1) 10x10x1

Unit Ventilator - Room C-15

Herman Nelson

Model: AH or AV

Filters: (2) 25x10x1 - (1) 10x10x1

Unit Ventilator - Room C-16

Herman Nelson

Model: AH or AV

Filters: (2) 25x10x1 - (1) 10x10x1

Unit Ventilator - Room C-17

Herman Nelson

Model: AH or AV

Filters: (2) 25x10x1 - (1) 10x10x1

Unit Ventilator - Room C-18

Herman Nelson

Model: AH or AV

Filters: (2) 25x10x1 - (1) 10x10x1

Unit Ventilator - Room C-19

Herman Nelson

Model: AH or AV

Filters: (2) 25x10x1 - (1) 10x10x1

Unit Ventilator - Room C-20

Herman Nelson

Model: AH or AV

Filters: (2) 25x10x1 – (1) 20x10x1

Unit Ventilator - Room C-22

Herman Nelson

Model: AH or AV

Filters: (2) 25x10x1 - (1) 10x10x1

Unit Ventilator - Room C-23

Herman Nelson

Model: AH or AV

Filters: (2) 25x10x1 – (1) 20x10x1

Unit Ventilator - Room C-24

Herman Nelson

Model: AH or AV

Filters: (2) 25x10x1 – (1) 20x10x1

Unit Ventilator - Room C-25

Herman Nelson

Model: AH or AV

Filters: (2) 25x10x1 – (1) 20x10x1

Unit Ventilator - Room C-30

Herman Nelson

Model: AH or AV

Filters: (2) 25x10x1 – (1) 20x10x1

Unit Ventilator - Room C-31

Herman Nelson

Model: AH or AV

Filters: (2) 25x10x1 – (1) 20x10x1

Unit Ventilator - Room C-32

Herman Nelson

Model: AH or AV

Filters: (2) 25x10x1 - (1) 10x10x1

Boilers 1 & 2

Location: Boiler room

(2) Larrs MGH3000NXJCXI

S/N: N17-281667 - Year Built 2017

S/N: N14-258588 - Year Built 2014

Pumps

Location: Boiler Room

P-1 & P-2

Make B&G - 30hp.

Model E1510-5GB

Serial number: C186501-02/f41

Serial number: C186501-01/f41

Location: Boiler Room

P-3 (Domestic hot water return)

Location: Boiler Room

P – 4 & P-5 (Boiler circulating)

Location: Boiler Room

P-6 & P-7 (Chilled water)

Make: B&G - 7.5 hp.

Location: Boiler Room

P-Misc. (Domestic hot water re-circulating)

Chillers 1 & 2

Location: (Outside receiving area)

Make: Trane 140 ton

M/N: RTAC140 S/N: U15E02205

M/N: RTAC140A S/N: U15E02206

Supplier has designated the following individual(s) as official approvers on its behalf:

Name	Title	Phone	Email Address
Mark Pavlicek, C.E.M.	Account Executive	(734) 458-2305	Mpavlicek@wjo.com

3. Compensation

WCRESA's fees for the Services during the Initial Term are:

Maintenance – WCRESA Education Center	Total Annual Price
• July 2022 – June 2023	\$83,136.00
• July 2023 – June 2024	\$85,632.00
• July 2024 – June 2025	\$88,200.00
• July 2025 – June 2026 (Optional Renewal)	\$90,852.00
• July 2026 – June 2027 (Optional Renewal)	\$93,588.00

Maintenance – Burger Baylor Campus	Total Annual Price
July 2022 – June 2023	\$110,208.00
July 2023 – June 2024	\$113,520.00
July 2024 – June 2025	\$116,928.00
July 2025 – June 2026 (Optional Renewal)	\$120,432.00
July 2026 – June 2027 (Optional Renewal)	\$124,044.00

4. Invoicing

The invoice must detail the Services performed, the dates the Services were completed and shall detail expenses apart from the Supplier Fees. Any discounts, rebates or other credits and the basis and calculation for each should also be included. Supplier must submit to WCRESA all invoices related to this Agreement within ninety (90) days from the date that services are rendered. WCRESA is not obligated to pay any invoices submitted after this time frame.

5. Payment Terms

Payment will be made within thirty (30) days after WCRESA's receipt of an invoice from Supplier.

Federal funds may be used to pay for all or part of the Services. These terms and conditions are dictated by the funding agency. WCRESA must comply by insuring that the Supplier understands and can abide by the funding agency requirements and as such, this service is subject to the terms and conditions dictated by the funding agency. The cited references carry the same force and effect as if given in full text. All references to granting agency in the regulations cited are understood to refer to WCRESA; all references to grantee or recipient are understood to refer to Supplier

6. Taxes

WCRESA is exempt from all federal, state and local taxes. WCRESA shall not be responsible for any taxes that are imposed on the Supplier. Furthermore, the Supplier understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to WCRESA.

7. Term

The term of this Agreement shall be July 1, 2022 to June 30, 2025 with two (2), one-year renewal options if mutually agreeable (the "Initial Term"). The Initial Term will be known as the "Term".

8. Relationship of the Parties

The parties are Independent Contractors and no other relationship is intended, including without limitation a partnership, franchise, joint venture, agency, employer/employee, fiduciary, master/servant or other special relationship. Neither Party shall act in a manner which binds the other party or expresses or implies a relationship other than that of Independent Contractor.

9. Confidentiality

- a. The Parties may receive, or have already received, Confidential Information from one another in connection with this Agreement.
- b. "Confidential Information" means any information (i) that is valuable to disclosing Party and its business, (ii) that is marked with the word "Confidential" if in a form which permits such marking or, if disclosed orally, is followed by written confirmation to the receiving Party within thirty (30) days of disclosure, and (iii) that is not generally known by the public, including without limitation, any technical or non-technical information, without regard to form, which derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
- c. The term "Confidential Information" as used herein does not include any information that is (i) already known to the public or the receiving Party prior to disclosure by the disclosing Party, or (ii) subsequently made known to the public without any violation of this Agreement, or (iii) rightfully received by the receiving Party from a third party without similar restriction and without breach of this Agreement, or (iv) independently developed by the receiving Party without breach of this Agreement.
- d. The receiving Party (i) shall hold disclosing Party's Confidential Information in strict confidence, and (ii) may not disclose such information, in whole or in part, without the prior written consent of the disclosing Party, except as provided in [e] below.
- e. The receiving Party may disclose the disclosing Party's Confidential Information (i) as required by law, or (ii) to the receiving Party's partners, agents, employees and other

authorized representatives (collectively, the “Representatives”) who need to know such information in connection with the receiving Party’s provision of Services or other obligations under this Agreement. The receiving Party agrees to inform their Representatives of the nature of the Confidential Information and to require the Representatives to keep such information confidential.

- f. The receiving Party may destroy the disclosing Party’s Confidential Information upon (i) termination of this Agreement, or (ii) receipt of written permission from the disclosing Party.

10. Compliance with Laws

Each Party agrees to comply with all applicable laws in the performance of this Agreement.

11. Warranties and Warranty Disclaimer

Supplier warrants that all Services will be performed in a professional and workmanlike manner in accordance with industry standards.

12. Limitation of Liability

NEITHER PARTY SHALL BE LIABLE UNDER THIS AGREEMENT TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT TO THE CONTRARY, WRESA’S LIABILITY FOR DAMAGES OF ANY KIND, REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY, SHALL NOT EXCEED THE AMOUNT EQUAL TO SIX MONTHS WORTH OF FEES PAID UNDER THIS AGREEMENT.

13. Indemnification and Hold Harmless

The Supplier shall indemnify and hold harmless WCRESA, its officers, agents, and employees from:

- a. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of the Supplier, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract.
- b. Any claims, damages, penalties, costs and attorney fees arising from any failure of the Supplier, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- c. WCRESA will not indemnify, defend or hold harmless in any fashion the Supplier from any claims arising from any failure on the part of the Supplier, its employees or suppliers, regardless of any language in any attachment or other document that the Supplier may provide.
- d. The Supplier shall reimburse WCRESA any expenses incurred as a result of the Supplier’s failure to fulfill any obligation in a professional and timely manner under the Agreement.

14. Insurance

The Supplier must, at Supplier’s expense, procure and maintain during the life of this contract insurance hereafter as listed below:

- a. Workers' Compensation Insurance, including Employers Liability Coverage, at limits of \$100,000 per occurrence/\$500,000 aggregate, in accordance with all applicable statutes of the State of Michigan.
- b. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1 million per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions:
 - i. Contractual Liability;
 - ii. Products and Completed Operations;
 - iii. Per contract aggregate.
- c. Automobile Liability Insurance, including applicable no-fault coverage, with limits of liability of not less than \$1 million per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- d. The following shall be Additional Insureds on Commercial General Liability Insurance and Vehicle Liability: Wayne County Regional Educational Service Agency, and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees, and volunteers.
- e. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage is primary, contributing or excess.
- f. Workers' Compensation Insurance, Commercial General Liability Insurance and Automobile Liability Insurance, as described above, shall include an endorsement stating the following: "Sixty (60) days Advance Written Notice of Cancellation or Non-Renewal shall be sent to WCRESA Purchasing Consultant, 33500 Van Born Road, Wayne, MI 48184."
- g. If any of the above coverages expire during the term of this contract, the Supplier shall deliver renewal certificates and/or policies to WCRESA at least ten (10) days prior to the expiration date.

15. Default and Termination

- a. In the event the Supplier shall default in any of the obligations or conditions set forth in the Agreement or their performance does not meet established criteria, WCRESA may notify the Supplier of such default in writing.
- b. Written notice referred to in this article shall be deemed delivered upon presentation to any person designated by the Supplier as the manager or, in the case of notice by the Supplier, the Associate Superintendent of Administrative & Financial Services or by mailing the same certified or registered mail to the address for the Supplier in the proposal, or the address for WCRESA in the case of notice by the Supplier.
- c. Failure on the part of WCRESA to notify the Supplier of default shall not be deemed a waiver by WCRESA of WCRESA's rights on default of the Supplier and notice at a subsequent time will have the same effect as if promptly made.

- d. Upon receipt of notice of default from WCRESA, the Supplier shall immediately correct such default. In the event the Supplier fails to correct the default to the satisfaction of WCRESA, WCRESA shall have all rights accorded by law, including the right to immediately terminate the Agreement. Such termination shall not relieve the Supplier of any liability to WCRESA for damages sustained by virtue of any default by the Supplier.
- e. The Supplier agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the Agreement, and in the event WCRESA prevails, the Supplier shall pay all expenses of such action including WCRESA's attorney fees and costs at all stages of the litigation.
- f. The parties may mutually terminate the contract/agreement that results from this proposal at any time. Either party may terminate the contract/agreement with cause given a sixty (60) day notice to the other party.
- g. Termination of the Agreement by WCRESA upon default by the Supplier shall be sufficient grounds for the forfeiture of any bonds, if required to be posted by the Supplier, and the bonds shall so specify.

16. Miscellaneous

- a. Governing Law: This Agreement will be governed by the laws of the State of Michigan. The parties agree that the Wayne County Circuit Court will have exclusive jurisdiction over any dispute arising out of or relating to this Agreement.
- b. Use of Names and Trademarks: Except for acknowledging the existence of this Agreement, nothing in this Agreement confers any right to use any name, trade name, trademark, or other designation of either party to this Agreement in advertising, publicity, or other promotional activities. However, either party may use the other party's name, trade name, trademark or other designation with the prior written approval of the other party.
- c. Notices: All notices, requests and demands given to or made upon the Parties will be in writing and will be mailed properly addressed, postage prepaid, registered or certified, or personally delivered to either Party at the address listed below or to such other addresses as either Party may designate in writing. Such notice will be deemed received by the close of business on the date shown on the certified or registered mail receipt, or when it is actually received, whichever is sooner.

To	Contact
WCRESA:	Wayne RESA (WCRESA) 33500 Van Born Road Wayne, Michigan 48184 Attn: Erika Hunter
Copy to WCRESA:	Wayne RESA (WCRESA) 33500 Van Born Road Wayne, Michigan 48184 Attn: Rob McCoy
Supplier:	W.J. O'Neil Company 35457 Industrial Road. Livonia, MI 48150 Attn: Mark Pavlicek, C.E.M.

- d. **Severability:** If any provision of the Agreement will be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of the Agreement will remain in full force and effect.
- e. **Waiver:** No term or provision hereof will be deemed waived and no breach excused unless such waiver or consent will be in writing and signed by the Party claimed to have waived or consented.
- f. **Counterparts:** Delivery by Facsimile or Email: This Agreement may be executed in one or more counterparts, all of which, taken together, will constitute one instrument. Any signature page delivered via facsimile or email will be binding to the same extent as an original signature page.
- g. **Integration Clause:** This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties hereto, pertaining to such subject matter. No amendment, supplements, modification or waiver of this Agreement will be binding unless it is set forth in a written document signed by the Parties hereto. No waiver of any of the provisions of this Agreement will be deemed or will constitute a waiver of any other provision (whether or not similar) nor will such waiver constitute a continuing waiver unless otherwise expressly provided in a written document signed by the Parties hereto.
- h. **Force Majeure:** No Party hereto shall be required to perform any obligation hereunder that is directly or indirectly prevented by delays of vendors or supplies, strikes, lockouts, fires, labor disputes, floods, accidents, war, orders or decrees of any court or other governmental authority, or any other causes whatsoever beyond the reasonable control of such Party, and the time for performance thereof will be extended by the number of days such performance is so prevented; provided, however, that the Party so prevented from performing will use its reasonable best efforts to remedy the cause or causes preventing it from performing.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned duly authorized representatives as of this date first set forth above.

W.J. O'NEIL COMPANY:

Signature: _____

Printed Name: _____

Title: _____

Date of Signature: _____

WAYNE REGIONAL EDUCATIONAL SERVICE AGENCY:

Signature: _____

Printed Name: _____

Title: _____

Date of Signature: _____