

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE MARCH 4, 2025 REGULAR BOARD MEETING**

Board Meetings are audio recorded and posted on the website

DETERMINATION OF QUORUM

Supervisor Stumbo determined a quorum was present.

Township Supervisor Brenda Stumbo called the meeting to order at 6:00 pm in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township.

Members Present: Supervisor Brenda Stumbo, Clerk Debbie Swanson, and Treasurer Stan Eldridge
Trustees: Karen Lovejoy Roe, John Newman III, Gloria Peterson and LaResha Thornton

Legal Counsel: Wm. Douglas Winters

The Pledge of Allegiance was recited followed by a moment of silent prayer.

APPROVAL OF AGENDA

A motion was made by Treasurer Eldridge and supported by Trustee Peterson to approve the agenda.

The motion carried unanimously.

CONSENT AGENDA

A. MINUTES OF FEBRUARY 18, 2025 REGULAR MEETING

B. STATEMENTS AND CHECKS

1. STATEMENTS AND CHECKS FOR FEBRUARY 18, 2025 IN THE AMOUNT OF \$1,304,355.39

A motion was made by Trustee Peterson and supported by Trustee Thornton to approve the Consent Agenda.

The motion carried unanimously.

ATTORNEY REPORT

A. GENERAL LEGAL UPDATE

Legal update was provided by Attorney Winters. (refer to audio)

NEW BUSINESS

1. APPROVE THE MICHIGAN INDIGENT DEFENSE COUNSEL CONTRACT WITH THE WASHTENAW COUNTY PUBLIC DEFENDER'S OFFICE FOR THE 2024-2025 FISCAL YEAR IN THE AMOUNT OF \$42,677.90, BUDGETED IN LINE ITEM # 101-287-801.007

A motion was made by Treasurer Eldridge and supported by Trustee Thornton to approve the Michigan Indigent Defense Counsel Contract with the Washtenaw County Public Defender's Office for the 2024-2025 Fiscal year in the amount of \$42,677.90, budgeted in line item #101-287-801.007. (see attached)

The motion carried unanimously.

2. AUTHORIZE WASHTENAW COUNTY ROAD COMMISSION (WCRC) 2025 AGREEMENT FOR ADDITIONAL TOWNSHIP-WIDE STREET SWEEPING AND CRACK SEALING IN THE ESTIMATED AMOUNT OF \$32,771.04, BUDGETED IN LINE ITEM #213-446-982.006

A motion was made by Trustee Peterson and supported by Clerk Swanson to authorize Washtenaw County Road Commission (WCRC) 2025 agreement for additional

township-wide street sweeping and crack sealing in the estimated amount of \$32,771.04, budgeted in line item #213-446-982.006. (see attached)

The motion carried unanimously.

**3. APPOINT GEORGIA VALENTINE TO THE ANN ARBOR AREA
TRANSPORTATION AUTHORITY (AAATA) BOARD OF DIRECTORS WITH A
TERM ENDING 4/30/2029**

A motion was made by Trustee Peterson and supported by Trustee Lovejoy Roe to appoint Georgia Valentine to the Ann Arbor Area Transportation Authority (AAATA) Board of Directors with a term ending 4/30/2029.

The motion carried unanimously.

**4. APPROVE FIVE-YEAR EXTENSION AGREEMENT WITH W. J. O'NEIL
COMPANY FOR HVAC CONTROL SERVICES IN THE AMOUNT OF \$74,760.00,
BUDGETED IN LINE ITEM #101-228-934.000, PREVENTATIVE MAINTENANCE
FOR TOWNSHIP LAW ENFORCEMENT CENTER IN THE AMOUNT OF
\$27,516.00, BUDGETED IN LINE ITEM #266-301-931.015, CIVIC CENTER IN
THE AMOUNT OF \$55,260.00, BUDGETED IN LINE ITEM #101-265-818.001,
COMMUNITY CENTER IN THE AMOUNT OF \$73,800.00, BUDGETED IN LINE
ITEM #230-754-818.002 AND 14B COURT IN THE AMOUNT OF \$25,968.00,
BUDGETED IN LINE ITEM #236-286-933.001**

A motion was made by Treasurer Eldridge and supported by Trustee Peterson to approve five-year extension agreement with W. J. O'Neil Company for HVAC control services in the amount of \$74,760.00, budgeted in line item #101-228-934.000, preventative maintenance for Township Law Enforcement Center in the amount of \$27,516.00, budgeted in line item #266-301-931.015, Civic Center in the amount of \$55,260.00, budgeted in line item #101-265-818.001, Community Center in the amount of \$73,800.00, budgeted in line item #230-754-818.002 and

14B Court in the amount of \$25,968.000, budgeted in line item #236-286-933.001.
(see attached)

The motion carried unanimously.

5. APPROVE CHANGE ORDER #2 WITH KAB ENTERPRISES FOR \$7,464.00 FOR WEST WILLOW PARK ARPA PROJECT, BUDGETED IN LINE ITEM #101-902-981.150

A motion was made by Treasurer Eldridge and supported by Trustee Lovejoy Roe to approve Change Order #2 with KAB Enterprises for \$7,464.00 for West Willow Park ARPA Project, budgeted in line item # 101-902-981.150. (see attached)

The motion carried unanimously.

6. APPROVE UPGRADES TO THE POLICE CAMERA SYSTEM WITH A NOT TO EXCEED PROJECT VALUE OF \$188,125.00, BUDGETED IN LINE ITEM #266-301-977.000

A motion was made by Treasurer Eldridge and supported by Trustee Peterson to approve upgrades to the Police Camera System with a not to exceed project value of \$188,125.00, budgeted in line item #266-301-977.000.

The motion carried unanimously.

7. BUDGET AMENDMENT #3

Clerk Swanson read the budget amendment into the record.

A motion was made by Clerk Swanson and supported by Trustee Lovejoy Roe to approve budget amendment #3. (see attached)

The motion carried unanimously.

AUTHORIZATION AND BIDS

1. ACCEPT THE LOW BID FROM GENE BUTMAN FORD FOR THE PURCHASE OF ONE FORD F-150 4X4 SUPER CREW XLT IN THE AMOUNT OF \$52,346.25, BUDGETED IN LINE ITEM #206-901-979.000

A motion was made by Trustee Lovejoy Roe and supported by Trustee Thornton to accept the low bid from Gene Butman Ford for purchase of one Ford F-150 4x4 Super Crew XLT in the amount of \$52,346.25, budgeted in line item #206-901-979.000.

The motion carried unanimously.

OTHER BUSINESS

PUBLIC COMMENTS

There were 2 public comments. (refer to audio)

BOARD MEMBER COMMENTS

There were 2 board member comments. (refer to audio)

ADJOURNMENT

A motion to adjourn was made by Treasurer Eldridge and supported by Trustee Lovejoy Roe.

The motion carried unanimously.

The meeting was adjourned at approximately 6:27PM

Respectfully Submitted,

Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti

Debra A. Swanson, Clerk
Charter Township of Ypsilanti

APPROVED

PROFESSIONAL SERVICE CONTRACT

AGREEMENT is made this 4th day of March 2025, by the **COUNTY OF WASHTENAW**, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan ("County") and the **CHARTER TOWNSHIP OF YPSILANTI**, with offices located at 7200 S. Huron River Dr. Ypsilanti, MI 48197, hereinafter identified as "**TOWNSHIP**". In consideration of the promises below, the parties mutually agree as follows:

The parties desire to enter a contract for the purposes of providing public defense services in compliance with Michigan Indigent Defense Commission standards and as identified in the Compliance Plan accepted and approved by MIDC for grant fiscal year 2024 - 2025 and to set forth the terms, conditions, and obligations of the parties.

ARTICLE I - SCOPE

Section 1 - That the **COUNTY** will provide indigent public services to the **TOWNSHIP** as described by the Michigan Indigent Defense Commission hereinafter identified as "MIDC" through the approved Washtenaw County Compliance Plan. Specifically, MIDC Standards 1-4. See attached Minimum Standards for Indigent Criminal Defense Services.

Section 2 - The terms of this Agreement will consist of the **COUNTY** providing public defense services for all indigent and partially indigent defendants in the 14B District Court located in Ypsilanti Township.

Section 3 - The **COUNTY**, as stated in the Compliance Plan, will be responsible for the administration of the MIDC grant.

Section 4 - The **TOWNSHIP** shall collaborate with and act in conformance with the **COUNTY** in submitting and complying with the standard, conditions, requirements, and statutes promulgated by MIDC Standards. The collaboration and oversight of compliance with these standards for the **TOWNSHIP** will be performed by the 14B District Court Administrator or designee of the 14B District Court Chief Judge.

Section 5 - The **COUNTY** will be responsible for providing public defense service to all indigent criminal defendants that appear in the 14B District Court with new criminal matters and matters that are in bench warrant status.

Section 6 - Due to MIDC Standard 5, the Washtenaw County Public Defender Office's Managed Assigned Counsel shall be responsible for assigning attorneys to cases where the County Public Defender has determined there to be a conflict of interests. The **COUNTY** will be responsible for payment to the assigned attorney once the Managed Assigned Counsel verifies that the services have been provided in accordance with the MIDC standards.

Section 7 - In the performance of this Agreement, all parties agree to abide by the approved MIDC Standards and MIDC-approved Compliance Plan for Washtenaw County. Breach of this covenant may be regarded as material breach of contract.

Section 8 - As part of the MIDC Compliance Plan, the **TOWNSHIP** will continue to provide confidential office space for the Washtenaw County Public Defender Office.

For the 2024-2025 fiscal year, this Section is contingent upon the completion of the 14B District Court's renovations (scheduled to be completed by the end of 2025).

ARTICLE II - COMPENSATION

Section 1 - The **TOWNSHIP** will contribute their 2024-2025 certified local share to the County Indigent Defense Fund in the amount of \$42,677.90.

Section 2 - The parties shall be obligated to contribute only their MIDC certified local share toward the expense for said services under this Agreement, as stated in the MIDC Compliance Plan and the MIDC statute.

ARTICLE III - TERM

The terms of this Agreement will consist of the **COUNTY** providing public defense services for all indigent and partially indigent defendants in the 14B District Court located in Ypsilanti Township. This Agreement begins on October 1, 2024, and ends on September 30, 2025. The terms of this Agreement shall apply from October 1, 2024, through any extension, unless otherwise terminated or extended as provided therein.

ARTICLE IV - INDEPENDENT CONTRACTOR

The Township and the County shall, at all times, be deemed to be independent contractors and nothing herein shall be construed to create or imply that there exists between the parties a partnership, joint venture or other business organization. Township shall hold no authority, express or implied, to commit, obligate or make representations on behalf of the County and shall make no representation to others to the contrary.

Nothing herein is intended nor shall be construed for any purpose as creating the relationship of employer and employee or agent and principal between the parties. Except as otherwise specified in this contract, the County retains the sole right and obligation to direct, control or supervise the details and means by which the services under this contract are provided.

Township shall not be eligible for, or participate in, any insurance, pension, workers' compensation insurance, profit sharing or other plans established for the benefit of the County's employees.

ARTICLE V - INDEMNIFICATION AGREEMENT

The Township will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Consultant's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of Consultant, any sub-Consultant, or any employee, agent or representative of the Consultant or any sub-Consultant. Noting herein shall be construed to waive, limit, or restrict any governmental immunity defense available to the Charter Township of Ypsilanti.

ARTICLE VI - COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor will comply with all federal, state, and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

ARTICLE VII - EQUAL EMPLOYMENT OPPORTUNITY

In the performance of this Agreement, all parties agree not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment except as a bona fide occupational qualification because of race, sex, sexual preference, color, religion, national origin, ancestry, handicap, age, marital status, height, weight, or other criteria made illegal by the State, Federal, or local law. Breach of this covenant may be regarded as material breach of contract.

ARTICLE VIII - ASSIGNS AND SUCCESSORS

This contract is binding on the County and the Township, their successors, and assigns. Neither the County nor the Township will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE IX - TERMINATION OF CONTRACT

Section 1 – This contract may be terminated without cause by any of the parties here to upon sixty (60) calendar days written notice to all parties to this contract.

Section 2 – At the time of said notice, the **COUNTY** will continue representation of the cases for the sixty (60) calendar days in which the County Public Defender's Appearance has been entered and the **TOWNSHIP** will begin representation on all new matters.

Section 3 – If the MIDC grant does not provide funding for the **COUNTY's** representation during the sixty (60) calendar day termination period, the **TOWNSHIP** will reimburse the **COUNTY** for the services provided.

ARTICLE X - SURVIVAL CLAUSE

All rights, duties, and responsibilities of the **COUNTY** and the **TOWNSHIP** under this Agreement that either expressly or by their nature, extend into the future, and shall extend beyond and survive the end of the term or termination of this Agreement.

ARTICLE XI - CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Modifications, amendments, or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties hereto.

ARTICLE XII - CHOICE OF LAW AND FORUM

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity, and construction, excepting the principles of conflicts of law. The parties submit to the jurisdiction and venue of the Circuit Court for Washtenaw County, State of Michigan, or if original jurisdiction can be established, the United States District Court for the Eastern District of

Michigan, Southern Division, with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience. This contract is governed by the laws of the State of Michigan. Revenue # _____

ARTICLE XIII - EXTENT OF CONTRACT

This contract represents the entire Agreement between the parties and supersedes all prior representations, negotiations, or agreements whether written or oral.

ARTICLE XIV - ELECTRONIC SIGNATURES

The parties agree that signatures on this Agreement may be delivered electronically in lieu of an original signature and agree to treat electronic signatures as original signatures that bind them to the Agreement. This Agreement may be executed and delivered by facsimile and upon such delivery, the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other parties.

ARTICLE XV - EFFECTIVE DATE

This Agreement will become effective when all parties have signed it. The Effective Date of this Agreement will be the date this Agreement is signed by the last party to sign it.

[REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE AS FOLLOWS]

ATTESTED TO:

By: _____
Lawrence Kestenbaum (DATE)
County Clerk/Register

By: _____ (DATE)
Gregory Dill
County Administrator

By: _____ (DATE)
Debra A. Swanson
Ypsilanti Township Clerk

By: _____ (DATE)
Brenda L. Stumbo
Ypsilanti Township Supervisor

APPROVED AS TO CONTENT:

By: _____ (DATE)
Delphia T. Simpson
Chief Public Defender

BY: _____ (DATE)
Honorable Judge Erane Washington
Chief Judge of the 14B District Court

APPROVED AS TO FORM:

By: _____ (DATE)
Michelle K. Billard
Office of Corporation Counsel

BY: _____ (DATE)
Wm. Douglas Winters
Ypsilanti Township Attorney

2025 YPSILANTI TOWNSHIP AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2025, by and between the Township Board of Ypsilanti Township, Washtenaw County, parties of the first part and the Board of Washtenaw County Road Commissioners, parties of the second part.

WHEREAS, Ypsilanti Township desires that certain improvements be made upon the local roads in the Township of Ypsilanti, and

WHEREAS, proper authority is provided to the parties of the agreement under the provisions in Act 51 of Public Acts of 1951 as amended,

IT IS NOW THEREFORE AGREED, the WCRC will accomplish the improvements as specified herein, all in accordance with the standards of the Board of Washtenaw County Road Commissioners,

IT IS FURTHER AGREED, Ypsilanti Township shall pay WCRC for the actual project costs incurred for the project; and

IT IS FURTHER AGREED, the WCRC will submit an invoice to the Township on July 1, 2025, for 50% of the estimated project costs. Following project completion and final accounting of the project costs, WCRC will submit the final invoice for the actual remaining unpaid costs. The final invoice shall provide supporting detail and information, which reasonably identifies the actual project costs incurred by WCRC. The Township agrees to remit payment within 30 days from receipt of WCRC invoices.

Additional Street Sweeping Services

Work to include one (1) additional street sweepings on curbed local roads in Ypsilanti Township. 2025 Local Road Sweeping in Ypsilanti Township (one round)= 174.63 curb miles@ \$89.00 per curb mile= \$15,542.07 per round.

Estimated total project cost: \$15,542.07

Township-wide Crack Seal

Work to include crack sealing on various roads, locations as determined by mutual agreement between the District Foreman and Township Supervisor.

Estimated total project cost: \$50,000.00

2025 Ypsilanti Township Agreement

AGREEMENT SUMMARY

2025 LOCAL ROAD PROGRAM

Additional Street Sweeping Services	\$	15,542.07
Township-wide Crack Seal	\$	<u>50,000.00</u>
Subtotal	\$	65,542.07

Less WCRC 2025 Local Matching Funds \$ 32,771.04

ESTIMATED AMOUNT TO BE PAID BY YPSILANTI
TOWNSHIP UNDER THIS AGREEMENT DURING 2025: \$ 32,771.04

YPSILANTI TOWNSHIP:

Brenda Stumbo, Supervisor

Debra A. Swanson, Clerk

Barbara Ryan Fuller, Chair

Matthew MacDonell, Managing Director

PLANNED MAINTENANCE AGREEMENT

FOR

Charter Township of Ypsilanti
Controls Preventative Maintenance
7200 S. Huron River Drive
Ypsilanti, Michigan 48197



PLANNED MAINTENANCE AGREEMENT

THE W.J. O'NEIL COMPANY WILL:

- Provide and maintain inspection reports and equipment log sheets for the specified equipment.
- Provide preferential service at all times over non-contract customers.
- Notify you of any repairs required, as revealed during the inspection.
- Provide an estimate to correct or repair such conditions for your approval.
- Perform only the work or repairs which have been authorized by you or your representative.
- Preferred customer regular service rate for Mon – Fri. except Holidays.
- Preferred customer overtime service rate for after 4:30 p.m. Mon-Fri. and service on Saturdays & Sundays.
- Preferred customer premium service rates for Holidays.
- Perform the services listed on the enclosed checklist (when applicable to your equipment) to the best of our ability and to keep your equipment operating properly and efficiently.
- Deliver our technician, tools and test equipment to your site as well as supply transportation to pick up parts and materials for a daily truck charge.

MAINTENANCE AGREEMENT

Provide maintenance services for the Building Automation and Direct Digital Control System (BAS/DDC) described herein in the terms and conditions.

A. Building(s) covered by the Agreement:

Charter Township of Ypsilanti
Township Hall
7200 S. Huron River Drive
Ypsilanti, Michigan 48197

Charter Township of Ypsilanti
14B District Court
7200 S. Huron River Drive
Ypsilanti, Michigan 48197

Charter Township of Ypsilanti
Ypsilanti Community Center
2025 E. Clark Road
Ypsilanti, Michigan 48198

Charter Township of Ypsilanti
Law Enforcement Center
1501 S. Huron Street
Ypsilanti, Michigan 48197



MAINTENANCE AGREEMENT

1. EQUIPMENT COVERED:

System (BAS/DDC) located in the buildings covered by this agreement section above.

2. AGREEMENT COVERAGE AND CHARGES:

a. For the annual Agreement amount, WJO agrees to provide technical support, on site labor, and all necessary calibration equipment, meters, computers, etc. as required to adjust, calibrate, tune, and maintain the equipment described herein in proper operating condition. This Agreement includes telephone diagnostics and on site preventative maintenance as required to maintain the system.

b. This Agreement covers calibration and adjustments to all specified pressure, temperature, humidity, and airflow, etc. transmitters that are connected to the system.

c. All control devices connected to the system will be checked for proper operation, sequence, stroke, etc. as required to match the written and established Sequence of Operation.

d. Each control loop will be checked, tuned, and adjusted to verify that they operate in a manner necessary to maintain their intended set point, schedule, position, etc.

e. Operator alarms will be checked to verify operation and annunciation to the proper location(s) as required.

f. The Workstation Database will be maintained such that the disk operating systems and related input/output destination drives are optimized, properly archived on a regular basis, and backup copies made and stored in a safe location.

g. All field input/output digital controllers will be checked; memory backed up internally and externally, and verified to be operating properly.

h. All JACE operating programs will be checked for operation, optimized in terms of use and speed, and verified to work properly. All programs will be backed up externally.

i. Technical Services will periodically monitor the referenced system through an Internet connection and provide advice/assistance when necessary to address alarm conditions/situations.

j. Emergency call service, when required, will be provided by WJO during the normal working hours of 7:30 a.m. through 4:30 p.m., Monday through Friday, excluding holidays in accordance with our standard rates in effect at the time of service.



k. After hours emergency service will be performed in accordance with our standard service rate policy attached.

l. The Agreement covers preventative maintenance on the equipment as per manufacturer's recommendations. We do not include labor or materials to repair any equipment that fails and these repairs will be billed in accordance with our standard service rate policy attached.

3. ACCESS:

Subject to the Client's security policy, WJO shall have free access to the equipment to provide the services described herein. Failure to obtain access to equipment when necessary, which in the opinion of WJO, results in excessive expenditure of time and travel expenses, will result in additional charges at current service rates.

4. EXCLUSIONS:

Overtime premiums for emergency service are to be paid by the Client.

5. GENERAL PROVISIONS:

WJO furnishing of equipment maintenance does not include the assumption of WJO of liability for labor, expense, or material necessary to repair damage to the equipment caused by accident, negligence, or abuse by client, including failure to maintain environmental conditions, or arising from acts of third person, attachment of any equipment not authorized by WJO or alterations of equipment, floods or windstorms, or any other acts of God. The Client of the estimated additional charge will render such repairs or alterations only upon special order by the Client and after approval therefore.

6. AGREEMENT CHANGES:

WJO and the Client can make no change to this Agreement without written consent. Notice to renew this Agreement at the end of the service term must be given to WJO thirty (30) days prior to its expiration. Either WJO or the Client may cancel this Agreement at any time with a thirty (30) day written notice.

Schedule:

Technical Services will perform these planned and scheduled maintenance checks on a monthly bases prior to each heating and cooling season. Our technician(s) will also address any user problems or complaints during those visits if time permits within the scope of scheduled maintenance procedures.

**This agreement covers software updates during
the agreement.**



GENERAL CONDITIONS:

All services will be performed during our normal working hours of 8:00 a.m. to 4:30 p.m., Monday through Friday, except holidays. Authorizations for repairs are to be made promptly. Failure to do so may release and terminate all obligations of the W.J. O'NEIL COMPANY. The obligation to furnish repair or replacement parts is subject to availability of such from normal supply sources.

W.J. O'NEIL COMPANY shall not be held liable or responsible for conditions beyond it's control, such as main electrical power failure, improper voltage, loss of phase, freezing, contaminated water or atmosphere, acts of god, rioting, acts of terrorism, vandalism or commercial delays. It is agreed that W.J. O'NEIL COMPANY shall not be held responsible for system design, changes in governmental code, insurance requirements, or obsolescence. In the event that additions, alterations, repairs or adjustments are made to the system by others, this agreement is terminable at our option upon written notice.

TERMS:

This agreement shall be in effect from **January 1, 2025** to **December 31, 2029** and may be canceled by either party, upon a thirty-day written notice to the other party.

This agreement shall automatically renew itself and shall continue until one party gives a thirty-day written notice of its desire to terminate the agreement with the other party.

Contract prices, unless noted, can only be adjusted on the anniversary date of this agreement, unless equipment is added or deleted from this agreement
\nt.

W.J.O'NEIL COMPANY Planned Maintenance Agreement will be furnished for the net sum of:

*Please Reference Supplemental Terms Provided Below.

YOUR ACCEPTANCE

OUR APPROVAL

Company

W.J. O'NEIL COMPANY
Company

By:

N. Dahlstrom

Title:

By: Nick Dahlstrom
Account Executive

Date:



SUPPLEMENTAL TERMS AND CONDITIONS

HVAC PLANNED MAINTENANCE SERVICES PRICING WILL BE:

- January 1st, 2025 - December 31st, 2025, Price will be: \$14,376 Payable Monthly \$1,198
- January 1st, 2026 - December 31st, 2029, Price will be: \$15,096 Payable Monthly \$1,258



PLANNED MAINTENANCE AGREEMENT

FOR

Charter Township of Ypsilanti
Law Enforcement Center
1501 S. Huron Street
Ypsilanti, Michigan 48197



PLANNED MAINTENANCE AGREEMENT

THE W.J. O'NEIL COMPANY WILL:

- Provide and maintain inspection reports and equipment log sheets for the specified equipment.
- Provide preferential service at all times over non-contract customers.
- Notify you of any repairs required, as revealed during the inspection.
- Provide an estimate to correct or repair such conditions for your approval.
- Perform only the work or repairs which have been authorized by you or your representative.
- Preferred customer regular service rate for Mon – Fri. except Holidays.
- Preferred customer overtime service rate for after 4:30 p.m. Mon-Fri. and service on Saturdays & Sundays.
- Preferred customer premium service rates for Holidays.
- Perform the services listed on the enclosed checklist (when applicable to your equipment) to the best of our ability and to keep your equipment operating properly and efficiently.
- Deliver our technician, tools and test equipment to your site as well as supply transportation to pick up parts and materials for a daily truck charge.

INSPECTION SCHEDULES:

Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
AHU-1	O,FC			SS,FC			O,FC			FS,FC		
COND -1				SS			O,CC					
BOILER 1	O									CSD-1		
BOILER 2	O									CSD-1		
PUMP 1	O									O		
PUMP 2	O									O		
BOILER PUMP 1	O									O		
BOILER PUMP 2	O									O		
HW HEATER	O									CSD-1		
EVAP-1	O			SS			O,CC			O		
COND-2	O			SS						O		

EQUIPMENT:

AHU-1	Trane	UCCAF21A0A0EYB10000003HEJ00BAOOO	K14F50063
COND -1	Trane	RAUJC30EBO300DF00020	C14F03694
BOILER 1	Lochinvar	KBN400	L13H10282112
BOILER 2	Lochinvar	KBN400	J12H10234270
PUMP 1	Grundfos	MAGNA3 65-150 F 340	10000532
PUMP 2	Grundfos	MAGNA3 65-150 F 340	10000567
BOILER PUMP 1	Grundfos		
BOILER PUMP 2	Grundfos		
HW HEATER	Bradford White	RG250T6N	NE37652072
EVAP-1	Mitsubishi	MSZ-GE24NA	
COND-2	Mitsubishi	MXZ-3B24NA	32U06249B



SERVICES PROVIDED

Air Handlers (TRANE)

Inspection

- Check air filter and housing integrity.
- Change air filters quarterly.
- Check P-trap. Prime as needed to ensure proper operation. (Spring Startup)
- Check fan belt tension. Check for belt wear and proper alignment.
- Replace belts annually.
- Check variable frequency drive for proper operation.
- Check for proper operation of cooling or heating coil.
- Check control box for dirt, debris and/or loose terminations. Clean and tighten as needed.
- Check motor contactor for pitting or other signs of damage.
- Check fan blades.
- Check refrigerant system pressures and/or temperatures.
- Check for fouling, corrosion or degradation.
- Check drive, alignment, wear, seating and operation.
- Check integrity of all panels on equipment
- Lubricate field serviceable bearings.
- Check drain pan, drain line and coil for biological growth.
- Check coil fins for evidence of build-up or fouling.
- Inspect for evidence of moisture carryover beyond the drain pan from cooling coils.
- Check for proper damper operation. Adjust as needed.

Boilers (LOCHINVAR)

Inspection

- Inspect blow-down or drain valve. Clear all debris to ensure proper operation.
- Check control system and devices for evidence of improper operation.
- Check control box for dirt, debris and/or loose connections. Clean and tighten as needed.
- Check motor contactor for pitting or other signs of damage.
- Check for fouling, corrosion or degradation.
- Check for evidence of build-up or fouling on heat exchange surfaces (tubes).
- Check for proper damper operation. Adjust as needed.
- Check combustion chamber, burner and flue for deterioration, moisture problems, condensation, and combustion products.
- Perform annual CSD-1 test and Combustion Analysis with documentation.

Condensing Units (TRANE & MITSUBISHI)

Inspection

- Check control system and devices for evidence of improper operation.
- Check control box for dirt, debris and/or loose terminations. Clean and tighten as needed.
- Check motors contactor for pitting or other signs of damage.
- Check fan blades.
- Check refrigerant system pressures or temperatures.
- Check for fouling, corrosion or degradation.
- Check the drive alignment, wear, seating and operation.
- Inspect air-cooled condenser surfaces.
- Clean condenser coils with coil cleaner and water.
- Check low ambient head pressure control sequence for proper operation.
- Check refrigerant oil levels for refrigerant systems with oil pressure/level controls.



Indoor Section Duct-Free Splits (MITSUBISHI)

Inspection

- Check air filter and housing integrity.
- Check for particulate accumulation on filters.
- Check control system and devices for evidence of improper operation.
- Check P-trap drain. Clean if necessary.
- Check for proper operation of cooling coil.
- Check fan blades to ensure proper operation.
- Check refrigerant system temperatures.
- Check integrity of all panels on equipment.
- Lubricate field serviceable bearings.
- Check drain pan, drain line and coil for biological growth.
- Check coil fins to assure proper functioning.
- Visually inspect areas of moisture accumulation for biological growth.
- Check condensate pump

Pumps (GRUNDFOS)

Inspection

- Check control system and devices for evidence of improper operation.
- Visually inspect pumps and associated electrical components.
- Check control box for dirt, debris and/or loose terminations. Clean and tighten as needed.
- Check motor contactor for pitting or other signs of damage.
- Check drive alignment, wear, bearing and coupling seating and operation.
- Check for proper fluid flow.
- Lubricate field serviceable bearings if applicable.

GENERAL CONDITIONS:

All services will be performed during our normal working hours of 8:00 a.m. to 4:30 p.m., Monday through Friday, except holidays. Authorizations for repairs are to be made promptly. Failure to do so may release and terminate all obligations of the W.J. O'NEIL COMPANY. The obligation to furnish repair or replacement parts is subject to availability of such from normal supply sources.

W.J. O'NEIL COMPANY shall not be held liable or responsible for conditions beyond it's control, such as main electrical power failure, improper voltage, loss of phase, freezing, contaminated water or atmosphere, acts of god, rioting, acts of terrorism, vandalism or commercial delays. It is agreed that W.J. O'NEIL COMPANY shall not be held responsible for system design, changes in governmental code, insurance requirements, or obsolescence. In the event that additions, alterations, repairs or adjustments are made to the system by others, this agreement is terminable at our option upon written notice.

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W.J.O'NEIL COMPANY Planned Maintenance Agreement will be furnished for the net sum of:

*Please Reference Supplemental Terms Provided Below.

YOUR ACCEPTANCE

OUR APPROVAL

Company

W.J. O'NEIL COMPANY
Company

By: _____

N. Dahlstrom

Title: _____

Nick Dahlstrom
Account Executive

Date: _____



SUPPLEMENTAL TERMS AND CONDITIONS

HVAC PLANNED MAINTENANCE SERVICES PRICING WILL BE:

- January 1st, 2025 - December 31st, 2025, Price will be: \$5,292 Payable Monthly \$441
- January 1st, 2026 - December 31st, 2029, Price will be: \$5,556 Payable Monthly \$463



PLANNED MAINTENANCE AGREEMENT

FOR

Charter Township of Ypsilanti
Township Hall
7200 S. Huron River Drive
Ypsilanti, Michigan 48197



THE W.J. O'NEIL COMPANY WILL:

- Provide and maintain inspection reports and equipment log sheets for the specified equipment.
- Provide preferential service at all times over non-contract customers.
- Notify you of any repairs required, as revealed during the inspection.
- Provide an estimate to correct or repair such conditions for your approval.
- Perform only the work or repairs which have been authorized by you or your representative.
- Preferred customer regular service rate for Mon – Fri. except Holidays.
- Preferred customer overtime service rate for after 4:30 p.m. Mon-Fri. and service on Saturdays & Sundays.
- Preferred customer premium service rates for Holidays.
- Perform the services listed on the enclosed checklist (when applicable to your equipment) to the best of our ability and to keep your equipment operating properly and efficiently.
- Deliver our technician, tools and test equipment to your site as well as supply transportation to pick up parts and materials for a daily truck charge.

INSPECTION SCHEDULES:

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Chiller 1				SS		CC	O					
Pump 1	O			O			O					
Pump 2	O			O			O					
AHU-1	O,FC			O,FC			O,FC			O,FC		
AHU-2	O,FC			O,FC			O,FC			O,FC		
AHU -3	O,FC			O,FC			O,FC			O,FC		
AHU-4	O,FC			O,FC			O,FC			O,FC		
Boiler 1	O									CSD-1		
Boiler 2	O									CSD-1		
Boiler 3	O									CSD-1		
HW Pump 1	O									O		
HW Pump 2	O									O		
Sidewalk Boiler	O									CSD-1		
UH-1										FS		
AC-1				SS		CC	O					

Service Delivery

Key for designations

O = Operational Assessment

FC = Filter Change

CC = Condenser Coil Cleaning

SS = Spring Start-up

FS = Fall Start-up

CSD-1 = State Boiler Safety Test



EQUIPMENT:

1	Township Hall Upper Roof	Chiller 1	Trane	RTAC155	U10A06399
1	Township Hall Upper Mech Rm	Pump 1	Marathon	213TTDBA4026AA	5 HP
1	Township Hall Upper Mech Rm	Pump 2	Marathon	213TTDBA4026AA	5 HP
1	Township Hall Upper Mech Rm	AHU-1			
1	1st Floor	AHU-2			
1	2nd Floor	AHU -3			
1	Board Room	AHU-4			
1	Boiler Room	Boiler 1	Copper Fin 2	KBN800	L08H10089033
1	Boiler Room	Boiler 2	Copper Fin 2	CHN1441	L08H00215335
1	Boiler Room	Boiler 3	Lochinvar	Knight XL800	
1	Boiler Room	HW Pump 1	Marathon		2 HP
1	Boiler Room	HW Pump 2	Marathon		2 HP
1	Maintenance Shop	UH-1			
1	IT Room AC	AC-1			

SERVICES PROVIDED

Air Handlers

Operational Assessment / Quarterly

- Check air filter and housing integrity.
- Change air filter quarterly.
- Check control system and devices for evidence of improper operation.
- Check P-trap. Prime as needed to ensure proper operation.
- Check fan belt tension. Check for belt wear and proper alignment.
- Check variable frequency drive for proper operation.
- Check for proper operation of cooling or heating coil.
- Check control box for dirt, debris and/or loose terminations. Clean and tighten as needed.
- Check motor contactor for pitting or other signs of damage.
- Check for fouling, corrosion or degradation.
- Check drive, alignment, wear, seating and operation.
- Check integrity of all panels on equipment.
- Lubricate field serviceable bearings.
- Check drain pan, drain line and coil for biological growth. Clean as needed.
- Check coil fins for evidence of build-up or fouling.
- Inspect for evidence of moisture carryover beyond the drain pan from cooling coils.
- Check for proper damper operation. Adjust as needed.
- Check condensate drain for proper operation.

Chillers-Air-Cooled

Inspection / Maintenance Task Frequency

- Check control system and devices for evidence of improper operation.
- Check condenser fan for wear and proper alignment.
- Check variable frequency drive for proper operation.
- Check control box for dirt, debris and/or loose terminations.
- Check motor contactor for pitting or other signs of damage.
- Check fan blades.
- Check refrigerant system pressures and/or temperatures.
- Check for fouling, corrosion or degradation.



- Lubricate field serviceable bearings.
- Check for proper fluid flow.
- Inspect air-cooled condenser surfaces.
- Check low ambient head pressure control sequence for proper operation.
- Check compressor oil level and or pressure on refrigerant systems having oil level and or pressure measurement means.

Boilers

Seasonal Start Up/ Annual

- Inspect blow-down or drain valve. Clear all debris to ensure proper operation.
- Check pumps and controls.
- Check control system and devices for evidence of improper operation.
- Check control box for dirt, debris and/or loose connections. Clean and tighten as needed.
- Check motor contactor for pitting or other signs of damage.
- Check for fouling, corrosion or degradation.
- Check for evidence of build-up or fouling on heat exchange surfaces (tubes).
- Check combustion chamber, burner and flue for deterioration, moisture problems, condensation, and combustion products.
- Examine heat exchange for cracks or holes.

Boilers

CSD -1 / Annual

- Perform and document State Safety Test with Combustion Analysis.

Boilers

Operational Assessment / Annual

- Check control system and devices for evidence of improper operation.
- Check combustion chamber, burner and flue for deterioration, moisture problems, condensation, and combustion products.
- Examine heat exchange for cracks or holes.

Pumps

Operational Assessment / Semi-Annual

- Check control system and devices for evidence of improper operation.
- Check variable frequency drive for proper operation.
- Visually inspect pumps and associated electrical components.
- Check control box for dirt, debris and/or loose terminations. Clean and tighten as needed.
- Check motor contactor for pitting or other signs of damage.
- Check drive alignment, wear, bearing and coupling seating and operation.
- Check for proper fluid flow.
- Lubricate field serviceable bearings.

Unit Heaters

Fall Start up / Annual

- Check control system and devices for evidence of improper operation.
- Check for proper operation of heat exchanger.
- Check control box for dirt, debris and/or loose terminations. Clean and tighten as needed.
- Check fan blades to ensure proper operation.
- Check for fouling, corrosion or degradation.
- Check the drive alignment, wear, seating and operation.
- Lubricate field serviceable bearings.

GENERAL CONDITIONS:

All services will be performed during our normal working hours of 8:00 a.m. to 4:30 p.m., Monday through Friday, except holidays. Authorizations for repairs are to be made promptly. Failure to do so may release and terminate all obligations of the W.J. O'NEIL COMPANY. The obligation to furnish repair or replacement parts is subject to availability of such from normal supply sources.

W.J. O'NEIL COMPANY shall not be held liable or responsible for conditions beyond it's control, such as main electrical power failure, improper voltage, loss of phase, freezing, contaminated water or atmosphere, acts of god, rioting, acts of terrorism, vandalism or commercial delays. It is agreed that W.J. O'NEIL COMPANY shall not be held responsible for system design, changes in governmental code, insurance requirements, or obsolescence. In the event that additions, alterations, repairs or adjustments are made to the system by others, this agreement is terminable at our option upon written notice.

TERMS:

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W.J.O'NEIL COMPANY Planned Maintenance Agreement will be furnished for the net sum of:

*Please Reference Supplemental Terms Provided Below.

YOUR ACCEPTANCE

OUR APPROVAL

Company

W.J. O'NEIL COMPANY
Company

By: _____

N. Dahlstrom

Title: _____

By: Nick Dahlstrom
Account Executive

Date: _____



SUPPLEMENTAL TERMS AND CONDITIONS

HVAC PLANNED MAINTENANCE SERVICES PRICING WILL BE:

- January 1st, 2025 - December 31st, 2025, Price will be: \$10,620 Payable Monthly \$885
- January 1st, 2026 - December 31st, 2029, Price will be: \$11,160 Payable Monthly \$930



PLANNED MAINTENANCE AGREEMENT

FOR

Charter Township of Ypsilanti
Ypsilanti Community Center
2025 E. Clark Road
Ypsilanti, Michigan 48198



PLANNED MAINTENANCE AGREEMENT

THE W.J. O'NEIL COMPANY WILL:

- Provide and maintain inspection reports and equipment log sheets for the specified equipment.
- Provide preferential service at all times over non-contract customers.
- Notify you of any repairs required, as revealed during the inspection.
- Provide an estimate to correct or repair such conditions for your approval.
- Perform only the work or repairs which have been authorized by you or your representative.
- Preferred customer regular service rate for Mon – Fri. except Holidays.
- Preferred customer overtime service rate for after 4:30 p.m. Mon-Fri. and service on Saturdays & Sundays.
- Preferred customer premium service rates for Holidays.
- Perform the services listed on the enclosed checklist (when applicable to your equipment) to the best of our ability and to keep your equipment operating properly and efficiently.
- Deliver our technician, tools and test equipment to your site as well as supply transportation to pick up parts and materials for a daily truck charge.

INSPECTION SCHEDULES:

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
RTU-1	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-1A	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-2	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-2A	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-3	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-4	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-5	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-6	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-6A	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-7	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-7A	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-8	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-8A	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-9	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-10	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-11	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-12	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-13	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-14	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-15	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-16	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-17	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-18	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-19	O,FC			SS,FC			CC,O,FC			FS, FC		
UH - 1										FS		
UH - 2										FS		
GYM RTU	O,FC			SS,FC			CC,O,FC			FS, FC		



Service Delivery
Key for designations
O = Operational Assessment
FC = Filter Change
CC = Condenser Coil Cleaning
SS = Spring Start-up
FS = Fall Start-up

EQUIPMENT:

RTU-1	Trane	YSC036A3RLA2YD000A1000000	815100181
RTU-1A	Trane	YSC036E3RHA19D000A10201A0	111110717L
RTU-2	Trane	YSC036E3RHA19D000A10201A0	111110701L
RTU-2A	Trane	YSC036A3RLA2YD000A1000000	815100177L
RTU-3	Trane	YSC060E3RHA18D000A10201A0	111110631L
RTU-4	Trane	YSC072E3RHA12D000A10201A0	111110642L
RTU-5	Trane	YSC060E3RHA18D000A10201A0	111110623I
RTU-6	Trane	YSC060E3RHA18D000A10201A0	111110679L
RTU-6A	Trane	YSC036	
RTU-7	Trane	YSC060E3RHA18D000A10201A0	111110639L
RTU-7A	Trane	YSC036A	
RTU-8	Trane	YSC060E3RHA18D000A10201A0	111110655L
RTU-8A	Trane	YSC036A	
RTU-9	Trane	YSC060E3RHA18D000A10201A0	111110671L
RTU-10	Trane	YSC060E3RHA18D000A10201A0	111110663L
RTU-11	Trane	YSC048E3RHA17D000A10201A0	111110611L
RTU-12	Trane	YSC060E3RHA18D000A10201A0	111110613L
RTU-13	Trane	YSC060E3RHA18D000A10201A0	111110647L
RTU-14	Trane	YSC048E3RHA17D000A10201A0	111110621L
RTU-15	Trane	YSC036E3RHA19D000A10201A0	111110725L
RTU-16	Trane	YSC036E3RHA19D000A10201A0	111110693L
RTU-17	Trane	YSC036E3RHA19D000A10201A0	111110733L
RTU-18	Trane	YSC036E3RHA19D000A10201A0	111110709L
RTU-19	Trane	YSC048E3RHA17D000A10201A0	111110629L
UH - 1	Reznor		
UH - 2	Reznor		
GYM RTU	Carrier		

SERVICES PROVIDED

Rooftop Units

Heating Season Start Up

- Check air filter and housing integrity.
- Change air filters.
- Check control system and devices for evidence of improper operation.
- Check fan belt tension. Check for belt wear and proper alignment.
- Check control box for dirt, debris and/or loose terminations. Clean and tighten as needed.
- Check motor contactor for pitting or other signs of damage.
- Check integrity of all panels on equipment.
- Lubricate field serviceable bearings.
- Check for evidence of build-up or fouling on heat exchange surfaces.
- Check for proper damper operation. Adjust as needed.
- Check combustion chamber, burner and flue for deterioration, leaks, moisture problems, condensation, and combustion products.
- Inspect burners, orifices, ignition system, pilots, control valves and all wiring.
- Inspect heat exchanger for signs of corrosion or cracks.

Rooftop Units

Operational Assessment

- Check air filter and housing integrity.
- Change air filters.
- Check control system and devices for evidence of improper operation.
- Check fan belt tension. Check for belt wear and proper alignment.
- Check control box for dirt, debris and/or loose terminations. Clean and tighten as needed.
- Check motor contactor for pitting or other signs of damage.
- Check integrity of all panels on equipment.
- Check for proper damper operation. Adjust as needed.

Rooftop Units

Condenser Coil Cleaning

- Inspect condenser coil for leaks or corrosion.
- Straighten bent fins.
- Remove any foreign objects.
- Clean coils with coil cleaner and water.

Rooftop Units

Cooling Season Start Up

- Check air filter and housing integrity.
- Change air filters.
- Check control system and devices for evidence of improper operation.
- Check P-trap. Prime as needed to ensure proper operation.
- Check fan belt tension. Check for belt wear and proper alignment.
- Check for proper operation of cooling coil.
- Check control box for dirt, debris and/or loose terminations. Clean and tighten as needed.
- Check motor contactor for pitting or other signs of damage.
- Check fan blades to ensure proper operation.

- Check refrigerant system pressures or temperatures.
- Check integrity of all panels on equipment.
- Inspect compressor(s) for any refrigerant or oil leaks.
- Inspect condensate drain line for proper drainage.
- Lubricate field serviceable bearings.
- Check drain pan, drain line and coil for biological growth.
- Check evaporator coil fins to ensure they are properly functioning.
- Inspect for evidence of moisture carryover beyond the drain pan from cooling coils.
- Check for proper damper operation. Adjust as needed.
- Inspect air-cooled condenser surfaces.
- Check low ambient head pressure control sequence for proper operation.
- Check for excessive scale or debris on condenser surfaces.
- Visually inspect areas of moisture accumulation for biological growth.
- Check condensate drains for proper operation.
- Check refrigerant oil levels for refrigerant systems with oil pressure/level controls.

Unit Heaters

- Check control system and devices for evidence of improper operation.
- Check for proper operation of heat exchanger.
- Check control box for dirt, debris and/or loose terminations. Clean and tighten as needed.
- Check fan blades to ensure proper operation.
- Check for fouling, corrosion or degradation.
- Check the drive alignment, wear, seating and operation.
- Lubricate field serviceable bearings.

GENERAL CONDITIONS:

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*Please Reference Supplemental Terms Provided Below.

YOUR ACCEPTANCE

Company

By:

Title:

Date:

OUR APPROVAL

W.J. O'NEIL COMPANY

Company

N. Dahlstrom

By: Nick Dahlstrom
Account Executive



SUPPLEMENTAL TERMS AND CONDITIONS

HVAC PLANNED MAINTENANCE SERVICES PRICING WILL BE:

- January 1st, 2025 - December 31st, 2025, Price will be: \$14,184 Payable Monthly \$1,182
- January 1st, 2026 - December 31st, 2029, Price will be: \$14,904 Payable Monthly \$1,242



PLANNED MAINTENANCE AGREEMENT

FOR

Charter Township of Ypsilanti
14B District Court
7200 S. Huron River Drive
Ypsilanti, Michigan 48197



PLANNED MAINTENANCE AGREEMENT

THE W.J. O'NEIL COMPANY WILL:

- Provide and maintain inspection reports and equipment log sheets for the specified equipment.
- Provide preferential service at all times over non-contract customers.
- Notify you of any repairs required, as revealed during the inspection.
- Provide an estimate to correct or repair such conditions for your approval.
- Perform only the work or repairs which have been authorized by you or your representative.
- Preferred customer regular service rate for Mon – Fri. except Holidays.
- Preferred customer overtime service rate for after 4:30 p.m. Mon-Fri. and service on Saturdays & Sundays.
- Preferred customer premium service rates for Holidays.
- Perform the services listed on the enclosed checklist (when applicable to your equipment) to the best of our ability and to keep your equipment operating properly and efficiently.
- Deliver our technician, tools and test equipment to your site as well as supply transportation to pick up parts and materials for a daily truck charge.

INSPECTION SCHEDULES:

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
RTU 1	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU 2	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU 3	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU 4	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU 5	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU 6	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU 7	O,FC			SS,FC			CC,O,FC			FS, FC		

Service Delivery
Key for designations
O = Operational Assessment
FC = Filter Change
CC = Condenser Coil Cleaning
SS = Spring Start-up
FS = Fall Start-up



EQUIPMENT:

1	14B District Court Lower Roof	RTU 1	Carrier	48HCEA06BZA5A2B0A0	0711G00416
1	14B District Court Lower Roof	RTU 2	Carrier	48PGEC08BD-50-A0	1011G00014
1	14B District Court Lower Roof	RTU 3	Carrier	48HCEA04B2A5A2B0A0	0711G30412
1	14B District Court Lower Roof	RTU 4	Carrier	48PGC12BD-50-A0	0911G50022
1	14B District Court Lower Roof	RTU 5	Bryant	580FPV0914180AA	0906G20661
1	14B District Court Lower Roof	RTU 6	Carrier	48PGEC08BD-50-A0	1011G00013
1	14B District Court Lower Roof	RTU 7	Carrier	48PGEC12DB-50-A0	0911G50023

SERVICES PROVIDED

Rooftop Units

Heating Season Start Up

- Check air filter and housing integrity.
- Change air filters.
- Check control system and devices for evidence of improper operation.
- Check fan belt tension. Check for belt wear and proper alignment.
- Check control box for dirt, debris and/or loose terminations. Clean and tighten as needed.
- Check motor contactor for pitting or other signs of damage.
- Check integrity of all panels on equipment.
- Lubricate field serviceable bearings.
- Check for evidence of build-up or fouling on heat exchange surfaces.
- Check for proper damper operation. Adjust as needed.
- Check combustion chamber, burner and flue for deterioration, leaks, moisture problems, condensation, and combustion products.
- Inspect burners, orifices, ignition system, pilots, control valves and all wiring.
- Inspect heat exchanger for signs of corrosion or cracks.

Rooftop Units

Operational Assessment

- Check air filter and housing integrity.
- Change air filters.
- Check control system and devices for evidence of improper operation.
- Check fan belt tension. Check for belt wear and proper alignment.
- Check control box for dirt, debris and/or loose terminations. Clean and tighten as needed.
- Check motor contactor for pitting or other signs of damage.
- Check integrity of all panels on equipment.
- Check for proper damper operation. Adjust as needed.

Rooftop Units

Condenser Coil Cleaning

- Inspect condenser coil for leaks or corrosion.
- Straighten bent fins.
- Remove any foreign objects.
- Clean coils with coil cleaner and water.

Rooftop Units

Cooling Season Start Up

- Check air filter and housing integrity.
- Change air filters.
- Check control system and devices for evidence of improper operation.
- Check P-trap. Prime as needed to ensure proper operation.
- Check fan belt tension. Check for belt wear and proper alignment.
- Check for proper operation of cooling coil.
- Check control box for dirt, debris and/or loose terminations. Clean and tighten as needed.
- Check motor contactor for pitting or other signs of damage.
- Check fan blades to ensure proper operation.
- Check refrigerant system pressures or temperatures.
- Check integrity of all panels on equipment.
- Inspect compressor(s) for any refrigerant or oil leaks.
- Inspect condensate drain line for proper drainage.
- Lubricate field serviceable bearings.
- Check drain pan, drain line and coil for biological growth.
- Check evaporator coil fins to ensure they are properly functioning.
- Inspect for evidence of moisture carryover beyond the drain pan from cooling coils.
- Check for proper damper operation. Adjust as needed.
- Inspect air-cooled condenser surfaces.
- Check low ambient head pressure control sequence for proper operation.
- Check for excessive scale or debris on condenser surfaces.
- Visually inspect areas of moisture accumulation for biological growth.
- Check condensate drain line for proper drainage.
- Check refrigerant oil levels for refrigerant systems with oil pressure/level controls.

GENERAL CONDITIONS:

All services will be performed during our normal working hours of 8:00 a.m. to 4:30 p.m., Monday through Friday, except holidays. Authorizations for repairs are to be made promptly. Failure to do so may release and terminate all obligations of the W.J. O'NEIL COMPANY. The obligation to furnish repair or replacement parts is subject to availability of such from normal supply sources.

W.J. O'NEIL COMPANY shall not be held liable or responsible for conditions beyond its control, such as main electrical power failure, improper voltage, loss of phase, freezing, contaminated water or atmosphere, acts of god, rioting, acts of terrorism, vandalism or commercial delays. It is agreed that W.J. O'NEIL COMPANY shall not be held responsible for system design, changes in governmental code, insurance requirements, or obsolescence. In the event that additions, alterations, repairs or adjustments are made to the system by others, this agreement is terminable at our option upon written notice.

TERMS:

This agreement shall be in effect from **January 01, 2025** to **December 31, 2029** and may be canceled by either party, upon a thirty-day written notice to the other party.

This agreement shall automatically renew itself and shall continue until one party gives a thirty-day written notice of its desire to terminate the agreement with the other party.

Contract prices, unless noted, can only be adjusted on the anniversary date of this agreement, unless equipment is added or deleted from this agreement.

W.J.O'NEIL COMPANY Planned Maintenance Agreement will be furnished for the net sum of:

*Please Reference Supplemental Terms Provided Below.

YOUR ACCEPTANCE

Company

By:

Title:

Date:

OUR APPROVAL

W.J. O'NEIL COMPANY

Company

N. Dahlstrom

By: Nick Dahlstrom
Account Executive



SUPPLEMENTAL TERMS AND CONDITIONS

HVAC PLANNED MAINTENANCE SERVICES PRICING WILL BE:

- January 1st, 2025 - December 31st, 2025, Price will be: \$4,992 Payable Monthly \$416
- January 1st, 2026 - December 31st, 2029, Price will be: \$5,244 Payable Monthly \$437



February 26, 2025

John Hines, CPRP
Municipal Services Director
Charter Township of Ypsilanti
2025 East Clark Road
Ypsilanti, MI 48197

RE: Burns Park and West Willow Park Improvements
Change Order 2

Dear Mr. Hines,

Please summary of changes to the Burns Park and West Willow Park Improvements contract.

Burns Park

- B.1 – Mobilization, Max 5%: No change.
- B.2 - Pavement Removal: No change.
- B.3 – Removal of Safety Surfacing: No change.
- B.4 – Playground Curb: No change.
- B.5 – Safety Surfacing: No change.
- B.6 – Aggregate Base, 8 inch: No change.
- B.7 – HMA, 13A: No change.
- B.8 – Sidewalk, 4 inch: No change.
- B.9 – Restoration: No change.
- B.10 – Soil Erosion and Sedimentation Control - No change.

Additional Requested Funds: **\$0.00**

West Willow Park

W.1 – Mobilization, Max 5%: No change.

W.2 – Removal of Safety Surfacing: Was increase to accommodate the removals to the south of original playground area.

W.3 – Removal of Play Equipment: No change.

W.4 – Relocate Existing Bench: No change.

W.5 – Playground Curb: No change.

W.6 – Gravel Walk: No change.

W.7 – Play Equipment, West Willow, Supply & Install: No change.

W.8 – Safety Surfacing: No change.

W.9 – Aggregate Base, 8 inch: No change.

W.10 – HMA, 13A: No change.

W.11 – Restoration: Increased due to increase in paving.

W.12 – Soil Erosion and Sedimentation Control: No change.

W.13 – Additional Slide: No change.

W.14 – Additional Playground Demo: No change

Additional Requested Funds: **\$7,463.90**

Total Additional Requested Funds: \$7,463.90

February 26, 2025

Page 3 of 3

If you have any questions or need anything further, please feel free to contact our office.

Sincerely,

A handwritten signature in cursive script that reads "Elsie Jorgensen". The signature is written in black ink and is positioned above the typed name and contact information.

Elsie Jorgensen, E.I.T.

SPICER GROUP, INC

125 Helle Blvd, Suite 2

Dundee, MI 48131

Phone: (269) 252-6100

E-mail: elsie.jorgensen@spicergroup.com

Date of Issuance: February 26, 2025	Effective Date: March 6, 2025
Owner: Ypsilanti Township	Owner's Contract No.:
Contractor: KAB	Contractor's Project No.:
Engineer: Spicer Group, Inc	Engineer's Project No.: 134586SG2023
Project: Burns Park and West Willow Park Improvements	Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description:
West Willow Park: Additional removal of safety surfacing, additional restoration work.

Attachments: *West Willow Prop with Old Playground.pdf*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>554,810.50</u>	Original Contract Times: Substantial Completion: <u>October 1, 2024</u> Ready for Final Payment: <u>October 30, 2024</u> days or dates
Increase from previously approved Change Orders No. <u>1</u> to No. <u>1</u> : \$ <u>40,204.14</u>	[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days
Contract Price prior to this Change Order: \$ <u>595,014.64</u>	Contract Times prior to this Change Order: Substantial Completion: <u>October 1, 2024</u> Ready for Final Payment: <u>October 1, 2024</u> days or dates
Increase of this Change Order: \$ <u>7,463.90</u>	Increase of this Change Order: Substantial Completion: <u>212</u> Ready for Final Payment: <u>212</u> days or dates
Contract Price incorporating this Change Order: \$ <u>602,478.54</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>May 1, 2025</u> Ready for Final Payment: <u>May 30, 2025</u> days or dates

ACCEPTED:

ACCEPTED:

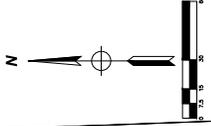
By: <u></u>	By: _____	By: _____
Engineer (if required)	Owner (Authorized)	Contractor (Authorized)
Title: <u>Design Engineer</u>	Title: _____	Title: _____
Date: <u>November 13, 2024</u>	Date: _____	Date: _____

PROJECT NO. 134586SG2023	PROJECT NAME/ LOCATION Burns Park and West Willow Park Improvements West Willow	CHANGE ORDER NO.: 2
CONTRACT NO.		DATE: 2/26/2025
CONTRACTOR/ADDRESS KAB Construction	OWNER/ADDRESS Ypsilanti Township 7200 S Huron River Dr Ypsilanti, MI 48197	CONSULTANT/ADDRESS Spicer Group, Inc. 125 Helle Blvd, Suite 2 Dundee, MI 48131

ITEM NO.	DESCRIPTION	CONTRACT QUANTITY		UNIT PRICE	CONTRACT AMOUNT		THIS CHANGE ORDER NET CHANGE
		CONTRACT QUANTITY INCLUDING ALL PRIOR CHANGE ORDERS	REVISED CONTRACT QUANTITY WITH THIS CHANGE ORDER		CONTRACT AMOUNT INCLUDING ALL PRIOR CHANGE ORDERS	REVISED AMOUNT WITH THIS CHANGE ORDER	
<u>ORIGINAL CONTRACT PAY ITEMS</u>							
W.1	Mobilization, Max 5%	1	1	\$18,127.54	\$18,127.54	\$18,127.54	\$0.00
W.2	Removal of Safety Surfacing	630	720	\$32.71	\$20,607.30	\$23,551.20	\$2,943.90
W.3	Removal of Play Equipment	1	1	\$12,336.84	\$12,336.84	\$12,336.84	\$0.00
W.4	Relocate Existing Bench	2	2	\$976.42	\$1,952.84	\$1,952.84	\$0.00
W.5	Playground Curb	273	273	\$43.27	\$11,812.71	\$11,812.71	\$0.00
W.6	Gravel Walk	0	0	\$11.62	\$0.00	\$0.00	\$0.00
W.7	Play Equipment, West Willow, Supply & Install	1	1	\$203,821.55	\$203,821.55	\$203,821.55	\$0.00
W.8	Safety Surfacing	630	630	\$32.09	\$20,216.70	\$20,216.70	\$0.00
W.9	Aggregate Base, 8 inch	1423	1423	\$44.13	\$62,796.99	\$62,796.99	\$0.00
W.10	HMA, 13A	191	191	\$254.51	\$48,611.41	\$48,611.41	\$0.00
W.11	Restoration	2000	3000	\$4.52	\$9,040.00	\$13,560.00	\$4,520.00
W.12	Soil Erosion and Sedimentation Control	1	1	\$3,758.24	\$3,758.24	\$3,758.24	\$0.00
<u>NEW CONTRACT PAY ITEMS</u>							
W.13	Additional Slide	1	1	\$8,819.45	\$8,819.45	\$8,819.45	\$0.00
W.14	Additional Playground Demo	1	1	\$2,000.00	\$2,000.00	\$2,000.00	\$0.00
TOTAL:					\$423,901.57	\$431,365.47	\$7,463.90

The Contractor agrees to complete the work per this Change Order under the direction of the Engineer and to accept payment for the work as indicated on this change order.

TOTAL CHANGE ORDER (\$): \$7,463.90



- CONSTRUCTION NOTES:**
- 1 PROPOSED 10" WIDE GRAVEL PATH, SEE DETAIL 1, SHEET 7.
 - 2 PROPOSED CURB AROUND PLAY AREA, SEE DETAIL 3, SHEET 7.
 - 3 PROTECT EXISTING CONCRETE PAD AND BENCH, PLAYGROUND ENLARGEMENT.
 - 4 PROPOSED PLAYGROUND EQUIPMENT, SEE REQUIREMENTS.
 - 5 PROPOSED 4" WIDE PAID AT BOTTOM OF SLIDE, FINISH GRADE PER MANUFACTURER REQUIREMENTS.
 - 6 PROPOSED 4" WIDE PAID AT BOTTOM OF SLIDE, INSTALL SET ON FINISH GRADE PER MANUFACTURER REQUIREMENTS.
 - 7 PROPOSED 4" WIDE PAID AT BOTTOM OF SLIDE, INSTALL SET ON FINISH GRADE PER MANUFACTURER REQUIREMENTS.
 - 8 PROPOSED 4" WIDE PAID AT BOTTOM OF SLIDE, INSTALL SET ON FINISH GRADE PER MANUFACTURER REQUIREMENTS.
 - 9 PROPOSED 4" WIDE PAID AT BOTTOM OF SLIDE, INSTALL SET ON FINISH GRADE PER MANUFACTURER REQUIREMENTS.

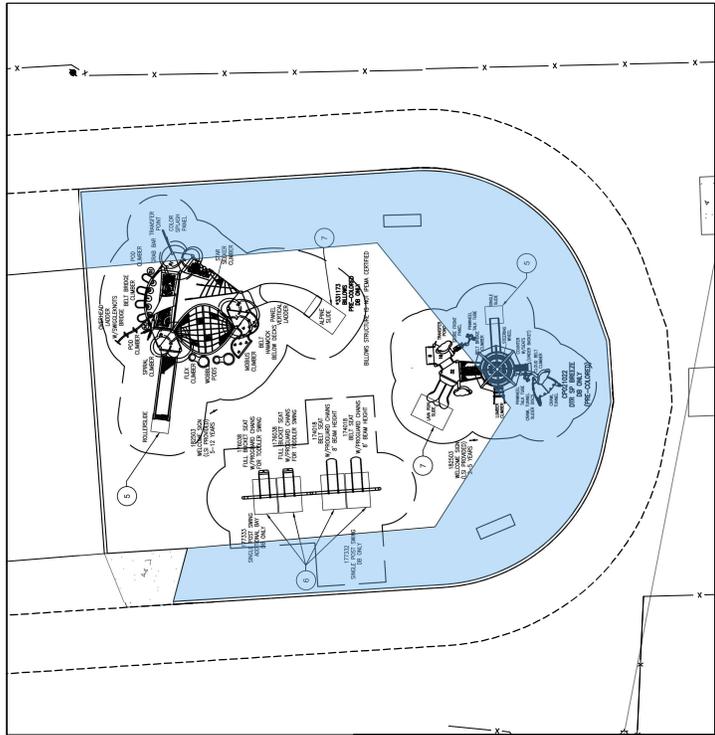
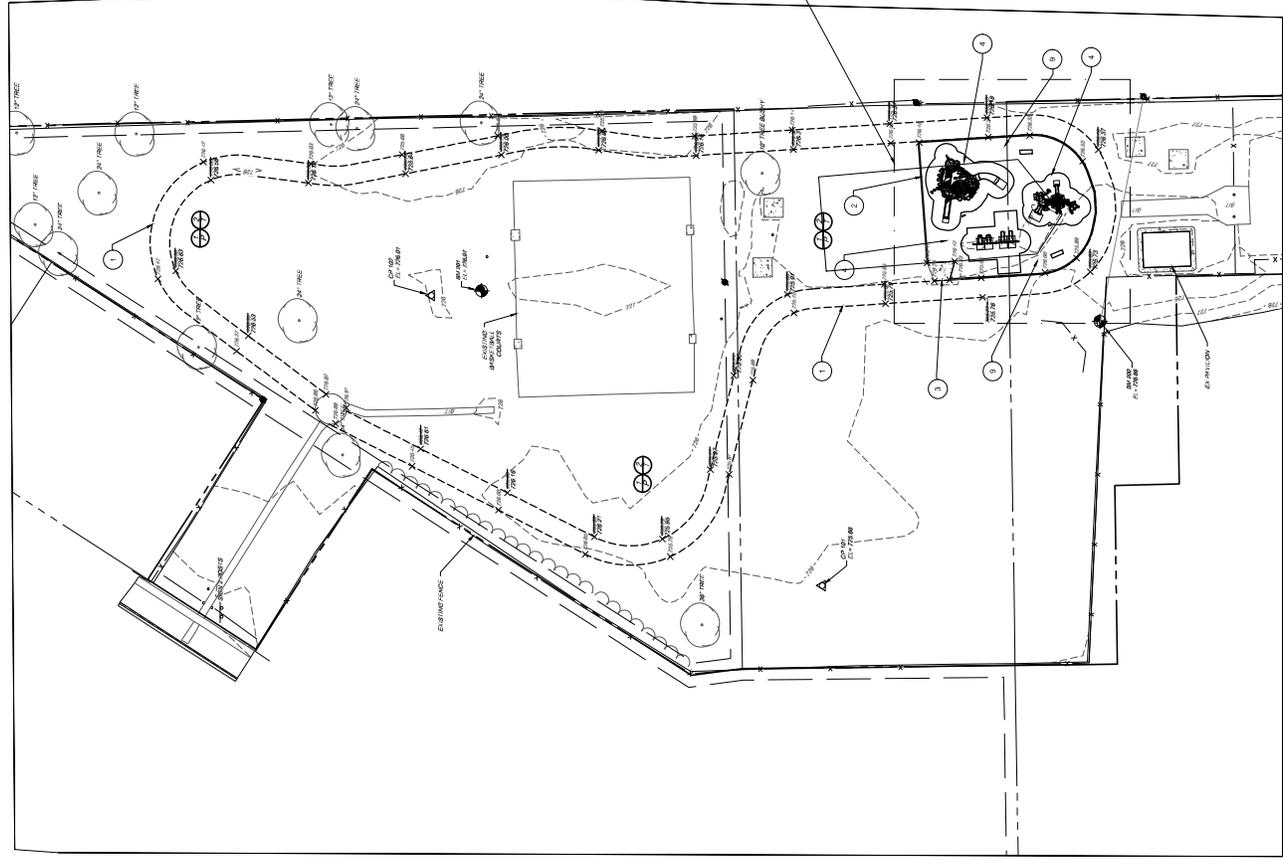
CONTRACT NUMBER
 PROJECT NO.
 SHEET NO. 6 OF 7
 DATE

REV.	BY	DATE	DESCRIPTION
1	EM	07/20/20	ISSUED FOR PERMITS
2	EM	07/20/20	ISSUED FOR PERMITS
3	EM	07/20/20	ISSUED FOR PERMITS
4	EM	07/20/20	ISSUED FOR PERMITS
5	EM	07/20/20	ISSUED FOR PERMITS
6	EM	07/20/20	ISSUED FOR PERMITS
7	EM	07/20/20	ISSUED FOR PERMITS
8	EM	07/20/20	ISSUED FOR PERMITS
9	EM	07/20/20	ISSUED FOR PERMITS

BURNS AND WEST WILLOW PARK IMPROVEMENTS
 CHARTER TOWNSHIP OF YPSILANTI

WEST WILLOW
SITE PLAN

OWNER: BURNS AND WEST WILLOW PARK IMPROVEMENTS
 12345 WILLOW AVE., SUITE 2
 YPSILANTI, MI 48198
 TEL: 734.482.1234
 FAX: 734.482.1234
 PROJECT NO.: 2456789
 SHEET NO.: 6 OF 7
 DATE: 07/20/20
 SCALE: 1"=30'



PLAYGROUND ENLARGEMENT
 SCALE: 1"=30'