Purchase Order # Marshall University Office of Purchasing MU21HVACSYSTS **Change Request** One John Marshall Drive Huntington, WV 25755-4100 FY P.O. Date Buyer Date Account Contract 12/04/2024 01/24/2020 MU21HVACSYSTS 25 LL Varies **Document Action Document** Error in Total Amount Cancellation Requisition (Cancellation only) Change of Account ☐ Increase/Decrease Regular Purchase Order Change of Vendor Name/Address Unused Balance Contract Purchase Order □ Other Freight Open End Contract Purchase ∇ Renewal Agreement Extension Error Vendor Code 550436919 Vendor Name, Address, Phone #, etc. **BOG Unit Name & Address** Marshall University Mason & Barry Office of Purchasing 301 Smiley Drive One John Marshall Drive St. Albans, WV 25117 Huntington, WV 25755-4100 Ph# 304-755-0781 Fax FEIN#550436919 Description of Change Unit Price **Extended Price** Item# Quantity Change Order # 5 Comprehensive Full-Service Inspection, Maintenance, and Repair To make the following changes according to all terms, conditions, prices, and specifications contained in the original contract including all authorized change orders. 1. To renew the contract. No change in pricing. See attached pricing from Change Order 4. Renewal Period: January 1, 2025, through December 31, 2025 Renewal Number: Four (4) of Four (4) Renewals Remaining: Zero (0) one-year renewal remaining Vendor Contact: Terry Vaughan tvaughan@masonbarry.com and accounting@masonbarry.com

Reason for Change: 1. To renew the contract. No change in pricing. See attached

pricing from Change Order 4.

Approved:	Michelle MReder	12.11.2024
	Authorized Signature	Date
	N/A	
	Attorney General if required	Date

Previous Total

Increase

Decrease

New Total

Open-End

Open-End

301 Smiley Drive ♦ St. Albans, WV 25177 ♦ (304) 755-0781 ♦ FAX (304)755-4010



Service Agreement

То:	Marshall University	Date:	1-11-2023
Address:	One John Marshall Drive	Quote:	T-11123-2
	Huntington, WV 25755-4300	Site:	Visual Arts Center, Old Main, Weisburg Applied Engineering Complex, and Drinko Library

Mason & Barry will provide the services described in the maintenance program and schedules indicated hereafter, which are attached hereto and made a part of this agreement. The terms and conditions and general provisions are set forth on the following maintenance.

SERVICES PROVIDED:

HVAC preventive maintenance and corrective action program for attached equipment list. Proposal also includes two Daikin VRV Service Checker Reports per year.

Contract Coverage will commence effective <u>1-1-2023</u>. Contract Price is <u>See Pricing Page</u> annually.

Price of this agreement is in effect for 15 days from original date (see above).

SALES TAX NOT INCLUDED UNLESS OTHERWISE SPECIFIED

Marshall University

1-11-2023

Date

MASON & BARRY, INC.

HVAC Colutions

This offer will become a contract between us by your execution of the acceptance form above. By accepting this offer you assent to the terms and conditions of sale set forth on the reverse side thereof as well as those set forth on the face thereof. Any different or additional terms or conditions set forth in any acceptance of this offer or contained in any documents submitted by you in response to this offer are hereby objected to and rejected.

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MAINTENANCE PROGRAM

Mason and Barry's professional maintenance program has been developed to meet the needs of our customers varying requirements. Our maintenance tasking and scheduling is based upon manufacturer's recommendations, type of equipment, usage of equipment, environment, run time, and Mason & Barry's own experience. A signed service report is left with customer on each visit. Services provided by this agreement apply to equipment listed on Schedule A. Services include, but are not limited to the following:

TEST AND INSPECTION: Costs related to travel time, labor, vehicle expenses, living expenses that are necessary to test and inspect equipment listed on Schedule A. Tasks typically included are:

Visually INSPECTING for components that are defective or worn parts, such as contactors and relays, motors, drives, and belts, seal condition, fluid or refrigerant leakage, flame composition and shape and soot buildup. TEST for proper operation of equipment, such as proper refrigerant charge, crankcase heater operation, acid test refrigerant oil, proper motor operation, fan rotation, proper operation of safety controls, proper temperature control operation.

PREVENTIVE MAINTENANCE: Costs related to travel time, labor, job travel and living expenses that are necessary to furnish maintenance to equipment listed on Schedule A. Tasks* typically included are:

CLEANING of burners, flame sensors, cooling tower baffles, basins and floats, condenser and boiler tubes, electrical contacts, coil surfaces, fan impellers and blades, dampers and linkages. ADJUSTMENT of drive couplings, belt drives and tension, super heat, fan RPM, set point of controls, compressor staging, damper closeout, floats operation, damper settings. LUBRICATING fans, pumps, motors, bearings, damper linkages, valve stems. CALIBRATING temperature, pressure and safety controls. TIGHTENING loose components such as damper blades and linkages, mounting bolts, pipe clamps, electrical connections, etc.

REPAIR AND REPLACEMENT: Costs related to travel time, labor, vehicle expenses, living expenses, and component costs as necessary to repair or replace components in equipment, as listed on Schedule A. Tasks* typically included are removal and replacement of defective components and/or parts.

TROUBLE CALLS: Labor, travel time, vehicle expenses, and living expenses, including overtime, that are necessary to respond to breakdowns of equipment listed on Schedule A.

PARTS, COMPONENTS, AND SUPPLIES. The cost of components, parts, and supplies, as necessary to ensure proper operation of equipment listed on Schedule A.

*Note: All listed tasks may not be applicable, depending upon equipment listed on Schedules.

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MAINTENANCE PROGRAM

Schedule A Inventory of Equipment

Qty	Component	Manufacturer	Model	Rating	Schedule
	Old Main			19	35544.6
1	Heat Pump Heat Pump	Daikin Daikin	REYQ168TTJU REYQ72XATJU		Quarterly Quarterly
1	Heat Pump	Daikin	RK24NMVJU		Quarterly
	Indoor Unit	Daikin			Quarterly
4	Indoor Unit	Daikin			Quarterly
8	Condensate Pump	Daikin			Semi-Annually
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MAINTENANCE PROGRAM

Schedule A Inventory of Equipment

Qty	Component	Manufacturer	Model	Rating	Location
	Visual Arts				
1	MAU	Aaon	RN-070-8-O-EA093E9		Quarterly
1	MAU	Aaon	RN-040-8-O-EA093C9		Quarterly
1	MAU	Aaon	RN-040-8-O-EB093C9		Quarterly
1	MAU	Aaon	RN-04-8-O-EB093D9		Quarterly
1	Outdoor Unit 1	Daikin	REYQ312PBTJ		Quarterly
1	Outdoor Unit 2	Daikin	REYQ168PBTJ		Quarterly
1	Outdoor Unit 3	Daikin	REYQ312PBTJ		Quarterly
1	Outdoor Unit 4	Daikin	REYQ312PBTJ		Quarterly
1	Outdoor Unit 5	Daikin	REYQ336PBTJ		Quarterly
1	Outdoor Unit 6	Daikin	REYQ288PBTJ		Quarterly
1	Outdoor Unit 7	Daikin	REYQ336PBTJ		Quarterly
6	BS Box	Daikin	BSV4Q36PVJU		Quarterly
5	BS Box	Daikin	BSV6Q36PVJU		Quarterly
13	BS Box	Daikin	BSVQ36PVJU		Quarterly
7	BS Box	Daikin	BSVQ60PVJU		Quarterly
5	BS Box	Daikin	BSVQ96PVJU		Quarterly
l	2'x2' Ceiling Cassette	Daikin	FXZQ07M7VJU		Quarterly
i	2'x2' Ceiling Cassette	Daikin	FXZQ12M7VJU		Quarterly
37	Wall Mounted Indoor Unit	Dakin	FXAQ07PVJU		Quarterly
5	Wall Mounted Indoor Unit	Daikin	FXAQ09PVJU		Quarterly
20	Wall Mounted Indoor Unit	Daikin	FXAQ18PVJU		Quarterly
i	3'x3' Ceiling Cassette	Daikin	FXFQ18PVJU		Quarterly
5	Ceiling Suspended Indoor Unit	Daikin	FXHQ12MVMVJU		Quarterly
26	Ceiling Suspended Indoor Unit	Daikin	FXHQ24MVJU	,	Quarterly
	Ceiling Suspended Indoor Unit	Daikin	FXHQ36MVJU	_	Quarterly
10	Condensate Pump	Daikin			Semi-Annually
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MAINTENANCE PROGRAM

Schedule A Inventory of Equipment

Qty	Component	Manufacturer	Model	Rating	Location
	Drinko Library				
1	MAU – East	Liebert	DS105ASAOSS 45A	İ	Quarterly
1	MAU - West	Liebert	DS105ASAOSS289A	ļ	Quarterly
1	Outdoor Unit - East	Liebert	TCDV415-A		Quarterly
1	Outdoor Unit - West	Liebert	TCDV415-A		Quarterly
1	AHU	Daikin	FXMQ72MVJU		Quarterly
1	Outdoor Unit	Daikin	RXYQ72PAYD		Quarterly
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MAINTENANCE PROGRAM

Schedule A Inventory of Equipment

Qty		Manufacturer	Model	Rating	Location
	Weisberg Applied				
	Engineering Complex				
2	Condensing Units OD-1	Daikin	REMQ120PBYD		Quarterly
3	BS Boxes	Daikin	BSVQ60PVJU		Quarterly
3	BS Boxes	Daikin	BSVQ36PVJU	1	Quarterly
6	Indoor Units	Daikin	FXFQ24PVJU		Quarterly
8	Indoor Units	Daikin	FXZQ07MUJU9	l	Quarterly
1	Indoor Unit	Daikin	FXZQ12MUJU9	į	Quarterly
1	Indoor Unit	Daikin	FXAQ09PVJU1		Quarterly
1	Condensing Unit OD-2	Daikin	REMQ72PBYD	}	Quarterly
1	Condensing Unit OD-2	Daikin	REMQ120PBYD		Quarterly
1	Condensing Unit OD-2	Daikin	REMQ96PBYD		Quarterly
4	BS Boxes	Daikin	BSVQ60PVJU		Quarterly
3	BS Boxes	Daikin	BSVQ36PVJU		Quarterly
10	Indoor Units	Daikin	FXFQ24PVJU		Quarterly
1	Indoor Units	Daikin	FXAQ18PVJU		Quarterly
2	Indoor Units	Daikin	FXZQ07MVJU9		Quarterly
1	Condensing Unit OD-3	Daikin	REMQ96PBYD		Quarterly
1	Condensing Unit OD-3	Daikin	REMQ72PBYD	1	Quarterly
1	Condensing Unit OD-3	Daikin	REMQ120PBYD		Quarterly
4	BS Boxes	Dakin	BSV4Q36PVJU		Quarterly
2	BS Boxes	Daikin	BSVQ96PVJU		Quarterly
1	Indoor Unit	Daikin	FXFQ36PVJU		Quarterly
14	Indoor Units	Daikin	FXZQ07MUJU9		Quarterly
I	Indoor Unit	Daikin	FXZQ18MVJU9		Quarterly
ţ	Indoor Unit	Daikin	FXFQ24PVJU	1	Quarterly
i ·	Indoor Unit	Daikin	FXAQ09PVJU		Quarterly
İ	Condensing Unit OD-4	Daikin	REMQ96PBYD		Quarterly
	Condensing Unit OD-4	Daikin	REMQ120PBYD		Quarterly
1	Condensing Unit OD-4	Daikin	REMQ72PBYD		Quarterly
3	BS Boxes	Daikin	BSVQ36PVJU	1	Quarterly
)	BS Boxes	Daikin	BSV4Q36PVJU	[Quarterly
<u>}</u>	BS Boxes	Daikin	BSVQ60PVJU		Quarterly
7	Indoor Units	Daikin	FXZQ07MVJU9		Quarterly
?	4	Daikin	FXAQ18PVJU		Quarterly
	Indoor Units	Daikin	FXZQ12MVJU9		Quarterly
ļ	Indoor Units	Daikin	FXFQ24PVJU		Quarterly

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MAINTENANCE PROGRAM

Schedule A Inventory of Equipment

Qty	Component	Manufacturer	Model	Rating	Location
	Weisberg Applied			<u> </u>	
	Engineering Complex				
١.	(continued)				
1	Condensing Unit OD-5	Daikin	REMQ96PBYD		Quarterly
1	Condensing Unit OD-5	Daikin	REMQ120PBYD		Quarterly
5	BS Boxes	Daikin	BSV4Q36PVJU		Quarterly
4	BS Boxes	Daikin	BSVQ36PVJU		Quarterly
1	Indoor Unit	Daikin	FXFQ24PVJU		Quarterly
21	Indoor Units	Daikin	FXZQ07MVJU9		Quarterly
1	Indoor Unit	Daikin	FXZQ18MVJU9		Quarterly
1	Indoor Unit	Daikin	FXAQ09PVJU9		Quarterly
2	Condensing Units OD-6	1	REMQ96PBYD		Quarterly
	Condensing Unit OD-6	Daikin	REMQ120PBYD		Quarterly
9	BS Boxes	Daikin	BSVQ36PVJU		Quarterly
5	Indoor Units	Daikin	FXFQ24PVJU		Quarterly
7	Indoor Units	Daikin	FXZQ07MVJU9		Quarterly
1	Indoor Units	Daikin	FXZQ18MVJU9		Quarterly
1	Indoor Unit	Daikin	FXAQ18PVJU		Quarterly
2	Indoor Units	Daikin	FXFQ36PVJU		Quarterly
2	Indoor Units	Daikin	FXFQ12PVJU		Quarterly
1	Condensing Unit OD-7	Daikin	REMQ72PBYD		Quarterly
2	Condensing Units OD-7	Dakin	REMQ96PBYD		Quarterly
2	BS Boxes	Daikin	BSVQ60PVJU		Quarterly
3	BS Boxes	Daikin	BSV4QPVJU		Quarterly
6	Indoor Units	Daikin	FXZQ09MVJU9		Quarterly
19	Indoor Units	Daikin	FXZQ07MVJU9		Quarterly
3	Indoor Units	Daikin	FXZQ18MVJU		Quarterly
2	Condensing Units OD-8	Daikin	REMQ96PBYD		Quarterly
3	BS Boxes	Daikin	BSVQ36PVJU		Quarterly
1	BS Box	Daikin	BSV4Q36PVJU		Quarterly
2	BS Boxes	Daikin	BSV6Q36PVJU		Quarterly
1	Indoor Unit	Daikin	FXFQ18PVJU		Quarterly
1	Indoor Unit	Daikin	FXZQ09MVJU		Quarterly
1	Indoor Unit	Daikin	FXZQ07MVJU		Quarterly
1	Indoor Unit	Daikin	FXZQ12MVJU9		Quarterly
17	Indoor Units	Daikin	FXZQ07MVJU9		Quarterly

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MAINTENANCE PROGRAM

Schedule A Inventory of Equipment

Qty	Component	Manufacturer	Model	Rating	Location
1 2 3 1 3	Weisberg Applied Engineering Complex (continued) Condensing Unit OD-9 BS Boxes BS Boxes Indoor Unit Indoor Units Indoor Units Indoor Unit Indoor Unit Condensate Pumps	Daikin Daikin Daikin Daikin Daikin Daikin Daikin Daikin Daikin Daikin	REMQ120PBYD BSVQ96PVJU BSV4Q36PVJU FXFQ09PVJU FXFQ36PVJU FXZQ07MVJU9 FXZQ15MVJU9 FXAQ18PVJU	raung	Quarterly Quarterly Quarterly Quarterly Quarterly Quarterly Quarterly Quarterly Quarterly Quarterly Semi-Annually
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MAINTENANCE PROGRAM

Schedule B Air Filter Service

M&B will furnish and install air filter material(s) as listed below:

Qty	Unit	and install a	Туре	Changes/Yr.
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MAINTENANCE PROGRAM

Schedule C

Special Services/Conditions

- 1) Excludes power distribution including but not limited to wiring, breakers, etc.
- 2) This agreement is a continuation of the original contract.
- 3) Proposal does not include complete unit replacement including but not limited to air handlers, unit ventilators, rooftop units, etc.
- 4) Excludes power distribution including but not limited to wiring, breakers, etc.
- 5) Excludes filters.

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Price Breakdown

Visual Arts

Quarterly	\$7,431.00
Semi-Annual	\$14,862.00
Annual	\$29,724.00

Old Main

Quarterly	\$3,116.00
Semi-Annual	\$6,232.00
Annual	\$12,464.00

Weisburg Applied Engineering Complex

Quarterly	\$9,587.00
Semi-Annual	\$19,174.00
Annual	\$38,348,00

Drinko Library

Quarterly	\$3,835.00		
Semi-Annual	\$7,670.00		
Annual	\$15,340.00		

Contract Total \$95,876.00

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General Provisions

- 1. Normal working hours is defined as 8:00am to 5:00pm Monday through Friday excluding holidays.
- 2. Reasonable means of access to the equipment being inspected shall be provided and Mason & Barry, Inc. shall be permitted to start and stop all equipment as necessary to perform agreed upon services as arranged with owner representative.
- 3. Mason & Barry, Inc. shall use ordinary care in performing the preventative maintenance inspection service, and repair, but shall not be liable for failure to discover conditions necessitating repairs or replacement, nor shall any Inspection be construed as an approval or guarantee of the equipment. Mason & Barry, Inc. makes no other warranties, express or implied.
- 4. Responsibility for injury to persons or property by Mason & Barry, Inc. shall be limited to injury caused directly by the negligence of its representative while performing operations under this agreement. In no event shall Mason & Barry, Inc. be liable for incidental or consequential damages of any nature whatsoever.
- Mason &Barry, Inc. shall not be liable for repairs to any equipment damaged by reason of negligence, faulty system design, misuse, acts of God, war, lightning, power fluctuations, or conditions caused beyond the reasonable control of Mason & Barry, Inc.
- 6. Work or changes, which might be required by government regulations, codes, or insurance company requirements at some future date, are not covered under this Agreement.
- 7. This agreement may be adjusted yearly. Such adjustment shall be consistent with current labor and material costs. Notice of such adjustment for a succeeding year shall be sent prior to the anniversary date and prior to contract renewal.
- 8. Prior Termination: It is understood and agreed that this agreement may be terminated by either party hereto upon ninety (90) days written notice to the other party via certified mail.
- 9. One year from date hereof, contract shall automatically be renewed for additional consecutive one (1) year terms(s) unless sooner terminated in accordance with this agreement. Owner shall be notified thirty (30) days in advance of renewal.
- 10. This agreement applies only to the maintainable portions of the system(s). Repair or replacement of non-maintainable parts such as boiler shell and tubes, boiler refractory material, cabinets, duct work, heat exchangers, piping, tube bundles, valve bodies, coils, oil storage tanks, structural supports, main power service, electric disconnects, wiring, and other similar items are excluded.
- 11. The annual agreement price is conditioned upon the system(s) covered being in a maintainable condition. If the initial inspection or initial seasonal start-up indicates repairs are required, a quotation will be submitted for client's approval. Should client not authorize the repairs, Mason & Barry, Inc. may either remove the unacceptable system(s), component(s) or part(s) from its scope of responsibility and adjust the annual agreement price accordingly or cancel this agreement.
- 12. Contract does not include water treatment for loop system.

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