

Automated Logic Controls Maintenance Agreement

Albany County Nursing Home

7/17/23

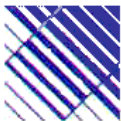
Proposal: Eastern Heating and Cooling (EHC) proposes to provide the following services for the Automated Logic® energy management system for your consideration and acceptance. We offer three basic Service Plans of which you may choose the one that best fits your specific budget and facility requirements. Regardless of your choice, you will find that a quality maintenance and service program will yield tremendous returns, as well as give you peace of mind.

Our Plan "A" agreement will provide for the basic care of your equipment, including routine scheduled inspections/preventive maintenance designed to maintain the equipment's operating efficiency and reliability. Plans "B", & "C", include the inspection and preventive maintenance features of Plan "A" plus the extended coverage as outlined herein. This "planned service", by competent Service Technicians, is the best way to avoid costly breakdowns.

Should any or all of your equipment be in a warranty period, it should be understood that new equipment warranties normally do not provide for emergency repair labor or routine preventive maintenance, such as visual inspections, database management and backup, sensor and actuator verification, and seasonal adjustments. It cannot be overemphasized how important it is to establish a good preventive maintenance program as early as possible after the initial start-up date.

EHC looks forward to becoming your partner in maintaining your most important building investment. Your HVAC systems will be serviced adhering to the most professional industry standards to help extend the life of the systems. We at EHC are pleased to present this agreement for your consideration and approval.

Two copies of the contract are enclosed for your review. If this contract is acceptable, please sign both copies and return (1) copy to my attention.



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I. Preventative Maintenance Plan “A” - EHC will provide 14 full days (8 hours per day) of preventative maintenance per year to verify proper operation of the system. Preventative maintenance will include the following:

- I. Comprehensive system review and audit, work performed online or onsite.
- II. Make corrections as needed to ensure that programming and system graphic accurately reflect current system state, work performed online or onsite.
- III. Review alarming and trending to identify current issues and make corrections to Building Automation System as possible, work performed online or onsite.
- IV. Review alarming configuration and adjust parameters as needed to return system alarming to fully functional state, work performed online or onsite.
- V. Review trending configuration and adjust parameters as needed to ensure system data is trended and stored correctly, work performed online or onsite.
- VI. Configure summary trending throughout system to ease review of equipment for troubleshooting and diagnostic purposes, work performed online or onsite.
- VII. Check system operating parameters, schedules and present system operation, work performed online or onsite.
- VIII. Update controllers with the most current module drivers, work performed online or onsite.
- IX. Make field inspections of control modules, checking for loose connections and manually overridden equipment. Verify temperature, humidity, pressure devices, freeze prevention thermostats and associated inputs. Exercise control valves, control dampers, and associated outputs, work performed onsite.

II. Preventative Maintenance Plan “B” – EHC will provide 14 full days (8 hours per day) visits per year to verify proper operation of the system. During these visits a technician will:

- I. Includes all services outlined in Plan “A”.
- II. Includes repair labor of the of the equipment outlined in Exhibit C.

III. Preventative Maintenance Plan “C” – EHC will provide 14 full days (8 hours per day) visits per year to verify proper operation of the system. During these visits a technician will:

- I. Includes all services outlined in Plan “A”.
- II. Includes repair labor of the of the equipment outlined in Exhibit C.
- III. Includes service parts and materials outlined in Exhibit C.

IV. Emergency Service - EHC will provide online and on-site service 24 hours, 365 days a year. Our staff will respond via a phone call within (2) hours of a call for emergency service. If it is determined that the emergency requires on-site attention, a technician will be on-site within 24 hours of the initial contact. Emergency service labor will be provided at additional cost.

V. Software Upgrades - EHC will provide upgrades (version upgrades and patches/updates) to your WebCTRL® software as they become available, as part of this agreement. If additional workstation hardware is required to successfully operate new software, it will be provided at additional cost.



VI. Training - This agreement includes unlimited basic operator training performed at EHC's training center. Advanced engineering and programming courses are available at an additional cost.

VII. Terms and Conditions

See Exhibit A.

VIII. Exclusions

See Exhibit B.

IX. Equipment Covered

See Exhibit C.

Plan Selected (check one)

Price Plan "A":

One Year Service Agreement Amount: **\$ 24,420** _____

Price Plan "B":

One Year Service Agreement Amount: **\$ 38,120** _____

Price Plan "C":

One Year Service Agreement Amount: **\$ 52,320** _____

The above pricing does not include sales tax.

The term of this contract will be for a period of **Three** years with an annual Consumer Price Index (CPI) adjustment. This contract may be terminated by either party with at least 30 days written notice.

Payment terms: EHC requests that you pay for our service on an annual basis, should you request other payment terms we reserve to right to charge an administrative fee to cover the additional billing costs we will incur.

The terms and conditions enclosed are a part hereof.

Company: _____

EHC Controls

By: _____

By: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Contract Start Date: _____ (Do Not Back Date)

Service Agreement Account # _____ (By EHC)



Exhibit A

Terms and Conditions

The OWNER agrees to prepay EHC in accordance with the terms of the selected plan. The terms of payment for all other invoices submitted by EHC are net thirty (30) days. The OWNER agrees to pay finance charges of 1 ½ % per month for invoices not paid within 30 days of the invoice date.

The Inspection and Service Agreement is effective for a period of one year from the initial start date (as indicated) unless otherwise specified.

An annual price adjustment may be necessary to reflect current material and labor costs. If no formal adjustment is made, this agreement will automatically renew with a Consumer Price Index (CPI) adjustment. In addition to the agreement price, the OWNER shall pay EHC any applicable taxes or government charges, existing or imposed in the future, which are required in connection with the service or material furnished under this agreement.

The OWNER agrees to employ EHC exclusively for the service and repair work of the listed equipment and promptly notify EHC of any condition of the equipment that is unusual or that may adversely affect its operation and reliability. Any alterations, additions, adjustments, or repairs made by others, unless authorized or agreed upon by EHC, will be cause to terminate or renegotiate our obligations under this agreement. This agreement shall NOT include maintenance, repairs, service or replacements necessitated by any loss or damage resulting from any cause beyond the control of EHC, including but not limited to damage or loss due to lack of water, freezing, loss or insufficient electric power or fuel source, hail, flood, windstorm, excessive rain, or snow, freezing weather, lightning, earthquake, theft, fire, riots of any origin, strikes, wars, misuse and negligence by person(s) other than those representing EHC, vandalism, acts of government, building code requirements, insurance company requirements, unauthorized adjustments or repairs, or any other peril or act of God. The cost of all repairs, modifications, or alterations necessitated by the above shall be the responsibility of the OWNER and payable to EHC at the then current service rates.

EHC agrees to perform all work in accordance with EHC standards and prevailing air conditioning, heating, plumbing and electrical codes and practices, to allow only highly trained personnel to work on your equipment, to keep all electrical covers in place, and clean up all debris associated with the assignment, and to answer all service calls as promptly as possible. (Our maintenance customers have preferential service above all others).

Liability for repairs, replacements, alterations, additions, adjustments, repairs by others, or unscheduled calls caused by negligence, abuse, misuse, system design, obsolescence, or any other causes beyond the control of EHC (except normal wear) is not part of this agreement.

Neither party to this agreement shall hold the other responsible for any indirect or consequential damages of a commercial nature, such as, but not limited to, loss of product or inventory, loss of revenue or loss of use of any equipment or facilities.

This contract is subject to our determination upon our first seasonal inspection of the heat and air conditioning systems that equipment is in good working order. Any repairs, parts or incidentals required to correct equipment not deemed in good working order at that time, will be brought to your attention for a separate Time & Material work order, or as a firm quote in addition to the prices listed in this agreement, prior to coverage of the equipment in question and so designated.

In the event EHC must commence legal action in order to recover any amount payable under this agreement, OWNER shall pay EHC all court costs and attorney's fees incurred by EHC. Any legal action relating to this agreement, or the breach thereof, may be commenced within one (1) year from the date of the work.

EHC reserves the right to subcontract certain repairs, if deemed necessary or in the best interest of the OWNER. Costs of this work will be handled as a parts sale and invoiced to the OWNER in accordance with the applicable



plan. Supplies, parts or equipment placed on the OWNER's property shall remain the property of EHC until such supplies, parts, or equipment are installed, in the equipment listed herein, by EHC or purchased by the OWNER. If such supplies, parts or equipment have not been installed in OWNER's HVAC, EHC reserves the right to remove such property within a reasonable period of time, if this agreement is terminated for any reason.

EHC shall not be obligated to prevent obsolescence of the equipment or parts. Performance shall not be interpreted to include installation of new equipment. EHC may have the right to terminate or renegotiate this agreement without liability if parts are not available to make the necessary repairs. If this termination right is exercised, EHC must refund to the OWNER payments prorated in accordance with the period of time the agreement was in effect. EHC will make a reasonable effort to locate substitute parts or make modifications, if parts are not available. Any additional expenses incurred in providing substitute parts for modifying the equipment will be the responsibility of the OWNER. Equipment shall not be relocated, modified, or reapplied without consideration or renegotiation of this agreement.

This agreement cannot be transferred or assigned without written approval of EHC.

All reasonable efforts shall be extended in performing the service as requested by the OWNER, but EHC shall not be liable for any and all losses, or consequential damage that arises out of delays, misuse by the OWNER, or agents or employees of the OWNER. Replacement and installation of equipment, components, or accessories that fail to provide satisfactory performance due to obsolescence or design conditions are not included.

EHC service liability per repair shall not exceed the annual cost of this maintenance agreement, except in the event where damage to the equipment has been caused by EHC while performing routine maintenance or service, and then only to the extent of the replacement parts and installation thereof. In no event shall EHC be liable for consequential damages or losses, including but not limited to loss of profits, loss of equipment usage, loss of the use of any associated or supported equipment, high or unusual utility cost, investment cost of substitute facilities, or rental of equipment.

EHC accepts the care of the equipment as listed herein as applicable to the accepted plan. The equipment shall be maintained in the condition that exists at the time the agreement starts. Any defective components, excessive wear, maladjustments, improper installation, improper design, service by others, improper operation, or misapplication shall NOT be considered the responsibility of EHC other than normal preventive maintenance. Repairs and service required to restore the equipment's capacity, reliability, design efficiency, or other shortcomings shall only be repaired with EHC authorization and invoiced at EHC then current service rates. Acceptance of the equipment's operation condition will automatically occur after completion of EHC recommended repairs.

Where EHC renders service for the OWNER, other than those services specified in the maintenance plan selected, the OWNER agrees to pay for such services at EHC then current service rates. Loss of time or productivity due to unexpected events that may restrict or limit access to the equipment, associated equipment or components shall be invoiced at the then current service rates.

This agreement covers the complete understanding between the parties and shall become a valid agreement when accepted by the OWNER and subsequently approved by an agent of EHC. No verbal representatives shall be binding on either party.

OWNER agrees that it will not hire as an employee or contract with as an independent contractor any of the employees of EHC during the term of this service agreement and for a period of twelve (12) months following the termination of the service agreement.



Exhibit B

VI. Exclusions

All equipment, components, and supporting systems NOT specifically listed on the "Equipment Covered" schedule.

Loss of, partial failure of, or insufficient capacity of utilities such as, but not limited to, electrical service, open circuit breakers or fuses external to those listed on the equipment list, water service, steam service, fuels, fuel sources, or other building faults and malfunctions. Roof repairs: including but not limited to roof leaks, pitch pocket problems, roof curbs and any other associated sealed connection to roof. The cost for rigging or crane service is also not included in this contract.

That the Seller's scope of work shall not include the identification, detection, abatement, encapsulation or removal of asbestos or products or materials containing asbestos or similar hazardous substances. In the event the Seller encounters any such material while performing its work, the Seller has the right to discontinue work and remove its employees until the hazard is corrected or it is determined no hazard exists.

Broken, severed, or damaged control cabling, communication cabling, and pneumatic tubing.

External power wiring, circuit breakers, and disconnect switches supplying electrical service to the listed equipment. (This Agreement covers power wiring and controls within the listed equipment, unless otherwise noted on the Equipment List).

Repair, replacement, cleaning or modification to ductwork, diffusers, registers, cabinetry, housings, bases, mountings, supporting structures, condensate pans, trim, valves and piping external to the listed equipment and non-moving parts, such as pressure vessels, refrigerant and water coils, tanks, tubes, boiler shells, refractory and insulation, unless otherwise noted within this agreement.

Refrigerant and fluid losses due to failure of excluded equipment, parts or components.

All emergency freight and expediting charges.

Failure of equipment or components as a result of contamination or improper treatment of water, air, steam, fuel, or improper equipment environment.

Equipment painting and exterior finish.

Additional seasonal changeovers or adjustments required by the OWNER.

Failures or service calls resulting from circuit breakers, disconnects, thermostat or other switching devices being turned off by personnel other than EHC Employees.

Air and water balancing.

Roof Repairs: including, but not limited to, roof leaks, pitch pocket problems, roof curbs and any other associated sealed connection to roof.

Repairs due to freezing.

Agreement does not cover complete unit replacement.

"Pre-existing Condition" repairs or repairs necessary to comply with the Clean Air Act effective 7/1/92.



Exhibit C

VII. Equipment Covered.

Qty.	Make	Model #	Unit # / Description
5	Automated Logic	G5CE	Bacnet Integrator
16	Automated Logic	AAR	Arcnet Router
2	Automated Logic	ME812U	DDC Controller
2	Automated Logic	MEX816U	DDC Expander
1	Automated Logic	MEX48U	DDC Expander
1	Automated Logic	SE6104ASP	DDC Controller
17	Automated Logic	SE6166SP	DDC Controller
3	Automated Logic	SE6166	DDC Controller
4	Automated Logic	SE563SP	DDC Controller
1	Automated Logic	SE563	DDC Controller
88	Automated Logic	ZN141A	DDC Controller
7	Automated Logic	ZN341A	DDC Controller
82	Automated Logic	ZN220	DDC Controller
256	Automated Logic	ZN253	DDC Controller
17	Automated Logic	ZN551	DDC Controller
1	Automated Logic	EQ-PRTL	Equipment Gateway
93	Automated Logic	ZS2-ALC	Space Temperature Sensor
2	Automated Logic	ZS2PL-ALC	Space Temperature Sensor
24	Automated Logic	ZS-ALC	Space Temperature Sensor
12	Automated Logic	ZSPF-ALC	Space Temperature Sensor
257	Automated Logic	ZSPL-ALV	Space Temperature Sensor
3	Automated Logic	ZSPL-H-ALC	Space Temp/Humidity Sensor
20	BAPI	10K-2-A-24-BB4	Averaging Sensor
2	BAPI	10K-2-D-12-BB	Duct Sensor
37	BAPI	10K-2-D-12-BB4	Duct Sensor
363	BAPI	10K-2-D-8-NB-5	Duct Sensor
1	BAPI	10K-2-H200-O-BB	Outdoor Temp/Humidity Sensor
12	BAPI	10K-2-I-2-BB4-MB	Immersion Sensor
15	BAPI	10K-2-I-4-BB4-MB	Immersion Sensor
2	BAPI	10K-2-I-8-BB4-MB	Immersion Sensor
3	BAPI	10K-2-RPFEP-15	Remote Probe
10	BAPI	H200-D-BB	Duct Humidity Sensor
9	BAPI	ZPS-SR-BB-ST-D-IN	Static Pressure Sensor
27	BAPI	ZPS-SW3	Differential Pressure Sensor
1	BAPI	BA/LLV-05-LX	Outdoor Light Sensor
3	Belimo	SKB62U	Control Valve Actuator
9	Cleveland	AFS-460-DSS	Differential Pressure Switch
34	Functional Device	PSH100AB10	Power Supply



14	Functional Device	PSH300A	Power Supply
3	Functional Device	PSH500A	Power Supply
150	Functional Device	RIB1U1C	Control Relay
255	Functional Device	TR40VA004	Power Supply
1	Kele	EM-24A2	Photocell
2	Onicon	F-1210+INSTL2	Flow Transmitter
2	Setra	SRPM	Room Pressure Monitor
26	Siemens	134-1504	Freezestat
1	Siemens	567-351	Control Enclosure
1	Siemens	567-452	Control Enclosure
4	Siemens	567-453	Control Enclosure
27	Siemens	567-454	Control Enclosure
6	Siemens	GCA121.1U	Damper Actuator
1	Siemens	GCA126.1U	Damper Actuator
55	Siemens	GCA161.1U	Damper Actuator
20	Siemens	GMA121.1U	Damper Actuator
6	Siemens	SKB62U	AHU Valve Actuators
22	Siemens	GMA161.1P	MUA/ERU/AHU/RTU Valve Actuators
31	Siemens	GQD151.1P	MUA/ERU/AHU/RTU Valve Actuators
101	Siemens	GDE161.1P	DHC/VAV Valve Actuators
18	Siemens	GDE131.1P	Radiation Valve Actuators
278	Spartan	ME-4940	FCU Valve Actuators
278	Spartan	ME-4840	FCU Valve Actuators
63	Veris	AA06	Duct Static Pressure Pickup
412	Veris	H600	Current Switch
12	Veris	H904	Current Switch
6	Veris	PWLX05S+AA16A	Differential Pressure Sensor