

# Day

## Automation

Physical Security | Temperature Control | Energy Services

### Service Contract

Day Automation Service Contract				
TO: <b>Todd VanHouten</b>		Contract	Contract	
Elmira Heights Central School District		Start Date	End Date	
Service contract for		7/1/2021	6/30/2022	
Elmira Heights Central School District				
1 Year Service Contract				
Service Contract Tier	Description (see contract for further detail)	Item Amount	Included	Amount
<b>1 - Basic *</b>	Includes (2) preventive maintenance visits per year, phone support and preferred labor/material rates.	\$ 3,162.50	Yes	\$ 3,162.50
<b>2 - Plus *</b>	Adds labor coverage for repairs/replacements. Only applies to equipment provided by Day Automation.	\$ 5,290.00	Yes	\$ 5,290.00
<b>3 - Complete</b>	Adds replacement coverage for all equipment. Only applies to equipment provided by Day Automation.	\$ 3,756.95	Yes	\$ 3,756.95
* each tier is a prerequisite requirement for the subsequent tier.				
Amount to be billed quarterly in advance unless specified otherwise:				\$ 3,052.36
<b>Total Service Contract Amount:</b>				<b>\$ 12,209.45</b>

If the above Service Contract is acceptable, please return with your signature and we will begin service as stated.

Sincerely Yours,  
**DAY AUTOMATION**  
**Jeremy Wilson, Inside Sales**  
 7931 Rae Blvd.  
 Victor, NY 14564  
 Cellular - (585) 314-1541  
 jeremy.wilson@dayautomation.com

Signature

Date

Printed Name

PO Number

Western NY  
 435 Lawrence  
 Bell Dr.  
 Buffalo, NY 14221

Headquarters  
 7931 Rae Blvd.  
 Victor, NY  
 14564

Central NY  
 6801 Old Collamer Rd.  
 East Syracuse, NY  
 13057

Southern Tier  
 707C Chemung St  
 Horseheads, NY  
 14845

North Country  
 828 Proctor Ave  
 Ogdensburg, NY  
 13669

Capital Region  
 21 Aviation Rd.  
 Albany, NY  
 12205

Hudson Valley  
 594 Route 299  
 Highland, NY  
 12528

585-924-4630

800-836-0969

Fax 585-924-4698

System Coverage	
Systems	Included
File Server	No
Workstation(s)	Yes
CCTV System	No
Access System	No
Intrusion System	No
Campus Notification System	No
HVAC	Yes
<b>Other Systems</b>	
EasyLobby Maintenance	No
EasyLobby SOS Licensing	No
InformaCast Maintenance	No
InformaCast Mobile	No
Other Items	No

### **Anti –Virus Software Notes**

As a normal course of system deployment we deploy security protection software on all provided servers, workstations and network video servers for one year after initial purchase. Additional protection can be purchased at customer's request and is not included in this Service Contract unless specifically mentioned above.

If you would prefer to provide your own anti-virus software please contact us for specific application requirements to ensure your system functionality is not compromised.

## Coverage Options

### **Option 1 - Basic**

#### **Includes**

- (2) Preventive Maintenance visits – see detail below
- Phone support

#### **Preventive Maintenance Tasks (as applicable per contract options & equip)**

1. Building Management System (BMS) Workstation(s)
  - a. Review logs, disk space, drive status & processor usage
  - b. Confirm cleanliness & operation of applications

# Day

## Automation

### SERVICE CONTRACT

- c. Perform High Priority Windows updates per application compatibility
- d. Spot check critical alarm transmission
- e. Test remote connectivity

#### 2. HVAC Control System

- a. Check NetController batteries for proper voltage - replace as needed or every 2 years
- b. Review alarm logs & Active Alarms
- c. Review disabled programs & points
- d. Review off-line controllers and communication issues
- e. Spot check graphics, histories & schedules
- f. Review owner concerns and make corrections if within the scope of contract or provide proposal for corrective action if not.

### **Option 2 - Plus**

#### Includes

- 1. Option 1 - Basic
- 2. Adds complete labor coverage for all repairs or replacements due to failure (see Limitations section).
- 3. Limited to equipment provided by Day Automation.
- 4. No material coverage is included.

### **Option 3 - Complete**

#### Includes

- 1. Option 1 - Basic & Option 2 - Plus
- 2. Adds material coverage for all repairs or replacements due to failure (see Limitations section).
- 3. Limited to equipment provided by Day Automation.

### **Service Contract information**

- ❖ Service Call Hours are defined as hours during normal business hours (7:00am – 3:30pm, M–F) that may be performed either on-site or off-site. Off-Site is defined as work not done at the customer's facility and is accomplished off line or through Internet / Telephone connection.
- ❖ For service calls needing immediate attention outside the normal working hours, Day Automation shall furnish the owner with a telephone number where a representative can be reached at all times. Day Automation shall respond by telephone to provide Internet or Telephone service outside normal working hours within 1 hour. Day Automation shall make Emergency on-site Service available as agreed with the owner at the time.
- ❖ For Service Call hours not covered by the Service Contract expended outside normal working hours a rate of 1.5 times the normal billing rate will be charged.

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### EMERGENCY SERVICE CALL PROCEDURE

A Service Technician is available 24 hours a day, 7 days a week

**585-924-4630 ext 1 or 800-836-0969 ext 1.**

When calling, please provide the following information:

1. Your name
2. Your company's name
3. A telephone number where you can be reached, including the area code

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### INSURANCE

Day Automation shall provide all insurance certificates as requested to prove Workers Compensation and liability coverage.

### WORK REQUESTS

A separate record shall be kept of each service call and request for service. At the time work is accomplished, the Owner shall receive a record of the work performed.

### LIMITATIONS

This Service Contract does not include any material or work required as a result of damage to the system by lightning, water, temperature, hackers, viruses, terrorism, vandalism or other factors that do not constitute normal wear and tear. Additionally, this Service Contract also does not include catastrophic insurance against issues that would cause wholesale damage to system elements.

Day Automation is not responsible for any consequential damage of property caused by system malfunction.

Day Automation is not responsible for any consequential damage of property caused by owner manipulation error of the system.

Day Automation reserves the right not to perform work on any equipment if said equipment is located in or near hazardous materials/areas (i.e. asbestos, toxic chemicals, confined spaces, etc.)

### EQUIPMENT AVAILABILITY

Day Automation shall make available all currently manufacturer supported equipment. That which is no longer supported by the manufacturer shall be supported to the best of our ability.

### **Service Rates**

Please note that the following will apply to time and material work performed that is not included in your contract (if applicable) or to any additional work requested by the owner over and above their contract (if applicable).

1. All rates are based on a maximum of eight (8) hours per day during normal working hours, Monday through Friday.
  - a. Time on Saturdays, outside normal working hours or in excess of eight (8) hours on normal workdays will be charged at 1.5 times the basic hourly rate.
  - b. Time on Sundays and legal holidays will be charged at 2.0 times the basic hourly rate.
2. Day Automation System, Inc. is also required to keep an exemption/resale certificate on file for all customers who are exempt from tax. If an exemption/resale certificate is not provided sales tax will be added to your invoice appropriately.
3. Either party may cancel this contract with 30 days written notice.

NOTE: Price is valid for 30 days from contract start date.