

## Exhibit A

# TECHNICAL SUPPORT AGREEMENT

Prepared for:



Prepared by:



1077 Central Parkway South Suite 900

San Antonio, TX 78232

## EXECUTIVE SUMMARY

As technology advances, Climatec, LLC must be responsive in solving our customer's problems, serving their needs, and optimizing their building performance...Climatec, LLC is pleased to propose the following Technical Support Agreement for City of San Marcos .

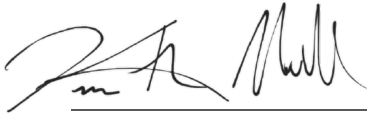
The purpose of this agreement is to deliver quality comprehensive technical solutions to satisfy the specific requirements for City of San Marcos by providing predictive and proactive technical support with the goal of analyzing, detecting, and continually looking for improvements while avoiding catastrophic down time. This is achieved by optimizing your Energy Management & Control System (EMCS) for proper efficiencies, comfort, and operating conditions.

We appreciate your consideration and we look forward to the opportunity to become your long-term EMCS and professional partner.

**CLIMATEC, LLC**

**Kenneth Marshall**

Name



7/9/2021

Signature

Date

**Service Sales Representative**

Title

# AGREEMENT APPROVALS

*Procurement Method:* **BuyBoard 638-21**  
*Date of Proposal:* **June 25, 2021**  
*TSA Start Date:* **July 1, 2021**  
*TSA End Date:* **June 30, 2024**  
*Service Dispatch Number:* **(210)633-0400**  
*Service Dispatch Email:* **SanAntonioService@Climatec.com**

This proposed agreement is firm for one hundred and eighty (180) days, shall include the attached Terms & Conditions, Schedule(s), commence upon approval, and continue for a term of **three (3) years** for technical support services at the following facility(s):

Facility Name: **City of San Marcos**  
Facility Address: **630 E Hopkins, San Marcos, Texas 78666**

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BY AND BETWEEN:

**CLIMATEC, LLC**

1077 Central Parkway South Suite 900

San Antonio, TX 78232

CLIENT:

**CITY OF SAN MARCOS**

630 East Hopkins

San Marcos, Texas 78666

# SCHEDULE A – CHARGES, RATES, & PRICING TERMS

## OVERVIEW:

### SCHEDULE A – CHARGES, RATES, & PRICING TERMS

### SCHEDULE B – TYPE OF SERVICE PLAN

Attachment 1 - Energy Management & Control System Service

- ☐ Attachment 1A - Fault Detection & Diagnostics Service
- ☐ Attachment 1B - Central Plant Optimization Service
- ☐ Attachment 1C - 24/7 Remote Monitoring Service
- ☐ Attachment 1D - Energy Information System Service

### SCHEDULE C – PREVENTATIVE MAINTENANCE SCHEDULE

- ☒ Service Task 1 - EMCS Main Operator Workstation
- ☒ Service Task 2 - EMCS Network Analysis
- ☒ Service Task 3 - EMCS Global Control Modules
- ☒ Service Task 4 - EMCS Unitary Controllers

### SCHEDULE D – LIST OF SERVICED EQUIPMENT

### SCHEDULE E – MISCELLANEOUS CONDITIONS

## SCOPE OF SERVICES:

**Monthly** test and inspection, technical support, and software services (as listed on attached Schedules B and C) for the **Energy Management & Controls System**.

## SCHEDULE A – CHARGES, RATES, & PRICING TERMS

This agreement shall be billed **annually** (as listed below) and is due and payable upon the Client's receipt of invoice. The annual charge for each year is:

First year:       **\$33,283.00 \***

Second year:   **\$33,283.00 \***

Third year:      **\$33,283.00 \***

*\*Excluding taxes*

### BILLING PERIOD CHARGES:

✖	The first year billing shall be 1 payments of:	<b>\$33,283.00 *</b>
✖	The Second year billing shall be 1 payments of:	<b>\$33,283.00 *</b>
✖	The Third year billing shall be 1 payments of:	<b>\$33,283.00 *</b>

*\*Excluding taxes.*

### Field Labor Rates:

The following list of labor categories are available to the customer at a preferred labor rate. As a valued agreement customer, Climatec, LLC will extend to the customer a 20% discount off of our non-agreement labor rate schedule. This discounted rate shall be used for services provided by Climatec, LLC, that are requested by the Client for services not included in this agreement:

✖	Field Specialist (M-F 8:00 AM to 5:00 PM)
✖	Field Specialist (M-F after 5:00 PM & Saturday)
✖	Field Specialist (Sundays & Holidays)
✖	Software Specialist (M-F 8:00 AM to 5:00 PM)
✖	Software Specialist (M-F after 5:00 PM & Saturday)
✖	Software Specialist (Sundays & Holidays)

### PRICING:

Additional Alerton parts and materials, requested by the Client, shall be available to the Client at a discount of list price less 50%.

## SCHEDULE B – TYPE OF SERVICE PLAN

### ATTACHMENT 1 - ENERGY MANAGEMENT & CONTROL SYSTEM SERVICE

☐ **Facility Performance Report.** At commencement of this agreement, Climatec, LLC will analyze the major energy management & control system components, compile the analytic data, and submit a Facility Performance Report to the Client. The report will be assigned a Facility Performance Score along with addressed concerns and an assessment of potential savings opportunities.

☒ **System and Service Review.** Climatec, LLC will hold an annual formal review with your staff to discuss the services performed during the past year and to recommend improvements and options to enhance system performance, resolve operational problems, and to meet your changing needs and objectives.

☒ **Preventive Maintenance.** Maintenance shall be performed per the attached Schedule C to optimize the system effectiveness. Scheduled preventive maintenance visits will occur **twelve (12) times** per year.

☒ **Software Maintenance.** Climatec, LLC will furnish and install manufacturer's software revisions to maintain or improve present performance within the functional capabilities of your system. New software products shall be available for sale.

☒ **Database Protection.** Climatec, LLC will protect your database by periodically saving this information and maintaining a copy on our premises. Database backups will be performed **twelve (12) times** per year.

☒ **Telephone Support.** Technical experts will assist you, via the telephone, to identify and resolve operational problems.

☒ **On-Line Service.** Climatec, LLC will provide you with on-line assistance to troubleshoot your system and resolve operational problems. *The Client is responsible for LAN / telephone line installation and costs.*

☒ **System and Service Log.** Climatec, LLC will provide a log for you to document concerns, system problems, and other related items requiring our attention. Each scheduled service visit shall begin with a review of this log.

☒ **Documentation.** All scheduled and unscheduled service visits will be documented by a work order form, listing materials used, and hours spent. All work orders will be signed by an authorized Client representative to verify all work completed. For your staff's convenience, copies of all work orders and our service agreement scope will be kept in your System and Service Log.

☒ **Operator Training.** Climatec, LLC will provide **eight (8) hours** of on-site annual operator(s) training.

## SCHEDULE B – TYPE OF SERVICE PLAN

☐ **Component Repair and Replacement.** Climatec, LLC will repair or replace failed components with new or reconditioned components of compatible design to minimize obsolescence and maintain system integrity at no additional charge. Exchanged parts shall become the property of Climatec, LLC (see Schedule E for special conditions).

☒ **Business Day Service.** Service repair calls covered by this agreement shall be made five (5) days a week, during normal business hours at no additional charge (see Schedule E for special conditions).

☐ **Premium Time Emergency Service.** Emergency repair calls covered by this agreement shall be made seven (7) days a week, twenty-four (24) hours a day at no additional charge (see Schedule E for special conditions).

☐ **On-Site Service.** Climatec, LLC shall provide an on-site Service Specialist for **zero (0) hours**.

☐ **EnergyStar™.** As an EnergyStar Partner, Climatec, LLC will enroll your building(s) in the EPA EnergyStar™ Portfolio Manager, benchmarking your annual performance versus your peers.

# SCHEDULE C – PREVENTATIVE MAINTENANCE SCHEDULE

## SERVICE TASK 1: EMCS – MAIN OPERATOR WORKSTATION:

### On Each Scheduled Service:

- \* **Visits to Jobsite**
- \* Report in with appropriate customer personnel.
- \* Review EMCS system for critical and off-line status indications.
- \* Review EMCS system for override and disabled status indications.
- \* Review event and alarm log with customer and discuss EMCS operational concerns.
- \* Analyze the number of operator or system change occurrences for impact on performance.
- \* Perform or schedule reactive or proactive maintenance procedures as appropriate to resolve situations noted.
- \* Install appropriate EMCS software refinements and updates.

### On a Scheduled Basis:

- \* **Main Operator Workstation**
- \* Check monitor for clarity, focus, and color.
- \* Cycle power and listen for unusual motor/bearing noise.
- \* Verify proper system restart; check system date, time and hardware status.
- \* Clean exterior surfaces, including monitor.
- \* Clean dust from internal surface(s).
- \* General security/software maintenance of the main operator workstation.
- \* Save/copy network workstation data base, including custom graphics and resident Master Controller archive data bases, as indicated in this agreement.

**NOTE:** Revisions to other software programs not produced by Climatec are not included in this service task, however it can be added at the owner's request. Likewise, "Major Revisions" to the EMCS software, which add new features and capabilities are not included. Excludes any customer IT maintained server.



## SCHEDULE C – PREVENTATIVE MAINTENANCE SCHEDULE

### SERVICE TASK 2: EMCS – NETWORK ANALYSIS:

#### On a Scheduled Basis:

- \* Log onto the main operator workstation or global controller(s) to prove proper communication means.
- \* Review global controller error log.
- \* For each main operator workstation and global controller unit:
  - Analyze communication.
  - Perform online/offline test routine to determine power and communication restart.
  - Provide a report summarizing network analysis results.

#### As Required:

- \* Analyze the error rate & transmission rate.
- \* Review trend logs.
- \* Review alarm logs.
- \* Perform the network analysis tasks as appropriate to verify or discount suspected communication problems.
- \* Perform communication “sniffing” if communication problems elude conventional troubleshooting (discussion of resource equipment needs to be discussed with owner).
- \* Perform the network analysis tasks as appropriate to evaluate the impact on network performance of various configuration options, as part of a proposed system expansion or modification.

## SCHEDULE C – PREVENTATIVE MAINTENANCE SCHEDULE

### SERVICE TASK 3: EMCS – GLOBAL CONTROL MODULES:

#### On a Scheduled Basis:

- \* Check indications to verify proper DC power levels, appropriate transmit and receive activity on the communication trunks, and check for possible Error Code indications.
- \* Confirm proper time sync of all Global Controller(s) with workstation.
- \* Inspect wiring for signs of corrosion, fraying and rapid discoloration, defective shielding, or shield grounding.
- \* Monitor LED sequencing for proper operation.
- \* Review Global Controller(s) device properties.
- \* Remove excessive dust from internal surfaces.
- \* Verify / calibrate other points and control processes, where the need for possible proactive maintenance is indicated.
- \* Update firmware files, as required.
- \* Review and maintain software documentation.

## SCHEDULE C – PREVENTATIVE MAINTENANCE SCHEDULE

### SERVICE TASK 4: EMCS – UNITARY CONTROLLERS:

#### On a Scheduled Basis – AHU Application Controller:

- \* Verify that HVAC Unit is being controlled at the appropriate value(s).
- \* Change one set point value. Verify smooth transition and stable control at the new set point, as required.
- \* Return set point to original value.
- \* Repeat for each additional control loop, as required.
- \* Verify the proper operation of critical control processes and points associated with this unit. Make adjustments, as required.
- \* Review and maintain software documentation.

#### On a Scheduled Basis – Unitary Equipment Controller:

- \* Verify that controller is in control at the desired value(s).
- \* Change one set point value. Verify smooth transition and stable control at the new set point, as required.
- \* Return set point to original value.
- \* Repeat for each additional control loop, as required.
- \* Verify the proper operation of critical control processes and points associated with this unit. Make adjustments, as required.
- \* Review and maintain software documentation.

## SCHEDULE D – LIST OF SERVICED EQUIPMENT

### ENERGY MANAGEMENT & CONTROL SYSTEM:

- \* EMCS operators' workstation, to include the operating software.
- \* EMCS global controller(s), to include the modem.
- \* EMCS programmable and unitary controllers.
- \* Associated EMCS controller devices such as relays, space sensors, OSA sensors, immersion sensors, current sensors, etc., used for control and/or status feedback by the controller's.

## SCHEDULE E –MICELLANEOUS CONDITIONS

### SPECIAL CONDITIONS:

This agreement excludes any internal controls associated with the individual HVAC equipment, such as factory installed and/or manufacturer supplied internal control modules, not associated with the Energy Management and Control System(s).

**This will cover the following sites:**

**Activity Center  
501 East Hopkins**

**San Marcos Police Station  
2300 IH35**

**Municipal Building  
630 E. Hopkins**

**Public Library, and expansion  
625 E. Hopkins St.**

**Grant Harris Building  
401 E. Hopkins**

**City of San Marcos  
630 E. Hopkins St.**

**Public works  
630 E. Hopkins St.**

**Fire Station #2  
1314 Academy St.**