



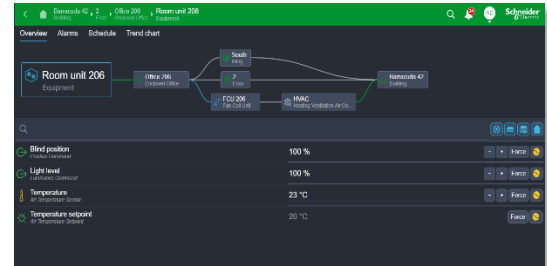
Customer Name **Service Agreement**

Prepared by:

Brnadon Mazanec

For:

City of Coppell
255 E. Parkway Blvd.
Coppell, Tx 75019
Josh Littrell



Entech Sales and Service
3404 Garden Brook Dr
Dallas, Tx 75234

Phone: 972-243-1774

1/25/2023

December 5, 2023

Josh Littrell
City of Coppell
255 E. Parkway Blvd.
Coppell, Tx 75019

RE: Service agreement proposal

Dear Mr. Littrell:



Thank you for the opportunity to present you with a proposal for a service agreement with Entech, LLC. Service agreements are an excellent way to maximize the value of your building and the systems installed in it. Our service agreements are designed to continually meet the dynamic and changing needs of your business and the facilities that support them. By investing in a service agreement, you can take advantage of the features and functionality in your system and receive the full value it was designed to deliver.

The annual investment for this service agreement is **\$111,963.00**. The agreement invoices will not contain tax based on the City of Coppell's tax exempt status provided to Entech Sales and Service LLC.

BUYBOARD Contract Number: 654-21

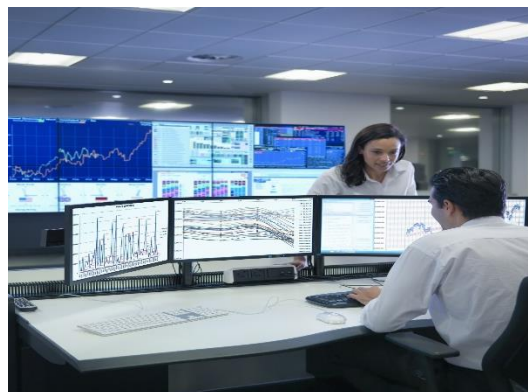
Please review the enclosed proposal and I will call you to follow up and answer any questions you may have. We look forward to the opportunity to serve you and helping you to achieve success in your business.

Sincerely,
Barndon Mazanec
Entech Sales & Service, LLC.

1. Your Entech Team

Entech Sales and Service LLC., herein referred to as Entech, has assembled a specialized team to provide you with industry-leading building services. Your service team will work with you to help you derive the highest value from your building systems investment and assist you in reducing your energy and operating costs, while maintaining the highest levels of occupant comfort, safety and productivity.

This team will facilitate a smooth integration of our service activities into your normal business activities. The team will strive to meet your business objectives, provide effective lines of communication and provide continuity through the Entech personnel who execute your service program, so that your service is delivered in a seamless, transparent manner.



Your service team includes the following Entech professionals:

- **Todd Kitts** will be your **Service Manager**. The primary responsibility of Todd is to provide support and coordination for the execution of your service program. Todd is ultimately responsible for Entech's service relationship with Josh and will strive to provide you with excellent customer service. Todd can be reached at **469-522-6096**.
- A primary service technician will be performing the service and repair functions for your Entech BMS and related HVAC equipment whenever possible. In the event that the primary service technician is not available, we will then assign the secondary technician. Both primary and secondary technicians will be assigned at the start of the contract.
- **Michelle Burton** or **Leah Beers** is your service coordinator. They are responsible for scheduling all maintenance program services. Your service coordinator can be reached at **469-522-6000** for emergency service or normal service requests.

2. YOUR AGREEMENT INVESTMENT

This service agreement will be for an original term of **12 months**, beginning on **1/1/2024** with subsequent annual pricing indicated below.

This agreement will renew annually, unless either party changes the services covered or the annual investment. **The City of Coppell** annual investment in this program is shown below:

DESCRIPTION	ANNUAL PRICE	TERM
Current Year	\$ 111,963.00	12 Months
Renewal 4 Year	\$506,704.00	48 Months
Total 5 Year	\$618,667.00	60 Months



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For services designated herein and included in attached addendums, The City of Coppell agrees to pay Entech the amount of: one hundred and eleven thousand and nine hundred and sixty-three dollars (\$111,963.00) to be invoiced in equal Quarterly installments. This amount does not reflect any applicable taxes. Applicable taxes will be added to the invoice sent to you by Entech. Entech must be presented with either a tax-exempt certificate or a re-sale certificate if taxes are not to be applied.

The annual agreement price shown above can only be adjusted if equipment as described in the attachment is added or deleted from the original agreement. Price adjustments after Year One are discussed in the terms and conditions of this agreement.

Payment terms will be no greater than 30 days after Entech's invoice date. Entech reserves the right to discontinue its service any time payments have not been made as agreed. Failure to make payments when due or impairment of Customer Name's credit shall relieve Entech of any and all obligations pertaining to work or performance of work.

EQUIPMENT INSPECTION:

If the equipment, prior to signing this contract, has not been covered under a maintenance contract or been under warranty for a period exceeding 30 days, additional service & support costs may apply. Under this scenario, upon authorization, Entech shall complete the initial inspection and develop a listing of items in need of repair and/or replacement and Entech will provide a proposal scope of work & pricing to complete the repairs at rates listed elsewhere within this document. Repair or replacement of existing defective equipment shall be completed by the owner and/or Entech prior to Entech assuming equipment coverage as part of this agreement.



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We would appreciate your signature in the space provided below as your acceptance of this agreement.

PROPOSAL OFFERED BY: Brandon Mazanec

DATE: December 5th 2023

Customer Name Acceptance

Accepted by:

Name typed: _____

Title: _____

Date: _____

Name of Firm or Organization:

Customer Name
Facility Address
Facility City, State, Zip

Entech Sales and Service, LLC.

Accepted by:

Name typed: _____

Title: _____

Date: _____

Entech Sales and Service, LLC.
3404 Garden Brook
Dallas, Texas 75234

Billing Address

City of Coppell
Invoice to: Josh Litrell
Invoice to: 255 E. Parkway Blvd.
Invoice to: Coppell Tx 75019

Purchase Order No.

SECURITY ACCESS CONTROL AND CCTV SERVICES

Service Agreement Options

The options checked below are included in your service agreement.



GENERAL COVERAGE

- ◆ 24x7 coverage with guaranteed 4-hour on-site response for all Emergency & Routine Service Call Requests.
- ◆ 2-hour response via remote technical support.
- ◆ Reduction in "street" labor & material rates for any services/system additions provided outside of the service agreement

☒ LABOR ONLY SERVICE

- ◆ Annual Site/System Inspections to include one (1) Major Inspection
- ◆ 100% labor replacement coverage for all defective components. Material replacement would be provided at additional costs.

☒ Planned Maintenance

- ◆ Agreement includes planned maintenance on critical pieces of equipment in your building automation system (BAS) network listed on the equipment list at the end of this agreement.
- ◆ Entech will check those field devices, controllers, and network elements as indicated below. This is recommended for all sites to maintain original condition of installed and commissioned systems. This is accomplished by providing necessary testing and calibration, identifying defects and potential problem areas, and reducing the likelihood that emergencies will occur.
- ◆ After completion, you will receive a planned maintenance finding report for your records.
- ◆ Two routine visits 1 major inspection during the term of contract are provided by this agreement.

CAMERA SYSTEM

☒ Major Inspections shall include the following:

- Check the status of the recording equipment, such as Digital Video Recorders (DVRs) or Network Video Recorders (NVR)
- Verify sufficient storage space is available for continuous recording
- Test camera functionality and focus in software.
- Inspect image quality for clarity, color, accuracy and resolution in software.
- Check for any signs of image distortion.
- Verify remote access to the system through smartphone, tablet, etc.
- System software shall be inspected to allow for recommendations. All recommendations will be given to the Owner for approval.
- Document and report findings to the customer.
- Check for physical damage to cameras, cables and housings.
- Inspect cables for signs of wear, damage and exposure.
- Ensure all connections are secure at switches, DVRs and NVRs.
- Inspect power sources, including backup UPSs.
- Test motion detection settings and responsiveness.
- Check for available firmware updates for cameras, recorders, etc.
- Perform necessary updates to ensure optimal performance and security.
- Schedule a review/coordination meeting between Entech and the customer, **quarterly**.

ACCESS CONTROL SYSTEM

☒ Major Inspections shall include the following:

- Verify Access Control system is performing weekly backups and ensure one backup is stored securely offsite or an alternative location if applicable.
- Check software version. If upgrade is available document and report.
- Check for controllers with communication faults. Document issues.
- Check system time. Verify all Windows Time Sync is functioning correctly and syncing with servers / spot check logs. Document issues.
- Check for disabled/forced doors or points. Research findings. Document findings.
- Verify all graphics are functioning correctly. Document findings.
- Document sensors reading incorrectly / Out Of Service sensors
- Document any hardware (controls or mechanical) that appear to be not functioning correctly.
- Report findings to the customer.
- Cleaning of all access control enclosures.
- Check and Verify voltages for all panels and peripherals.
- Interpanel connections shall be inspected and retightened where necessary.
- Replace Security Network controller backup batteries bi-annually (if applicable). Inspect UPS status. Include fault lights, codes, alarms etc.
- System software/hardware shall be inspected to allow for recommendations. All recommendations will be given to the Owner for approval.
- Schedule a review/coordination meeting between Entech and the customer, **quarterly**.

☒ **Remote Support**

We recommend including remote support in your service agreement, whether it's over the web, through a modem, or even over the telephone (method will depend on your system type.)

- ◆ A service engineer or programmer will assist you with troubleshooting software programs, PID loops, and any other issues with which you need assistance.
- ◆ The on-line support agreement price will include fixed number of support hours, including remote communications charges.
- ◆ Customer is responsible for a local communications costs.
- ◆ **This option includes 0.0 hours scheduled 0 times a year.**

☒ **System Upgrades**

- ◆ This option provides you with an annual software upgrade. We will update your system once a year with these updates. At that time we will include on-site training to familiarize you these new features as they are added to your system, to be sure that you gain the full benefit of the latest product enhancements.
- ◆ Pricing excludes any hardware upgrades along with any PC/Server/Windows upgrades.

☒ **SSL Update**

- ◆ Includes renewing the Annual Security Software Site Licensing agreement. Pricing excludes upgrading any software. Includes updating the SSL license in software only.
- ◆ Includes access to manufacturer provided tech support and upgrade licensing.



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HOOR RATE PROVISIONS: (For Items Not Covered by This Contract)

Charges for the repair service not covered by the items listed in this contract shall include the labor charge for the time during which the maintenance personnel are actually engaged in work, the charge for required parts, and travel time portal to job site. When the sum of the charges is less than the minimum charge per call, the stated minimum charge shall apply.

- **Security Service Technician** **Current Security LIST price minus \$ 15.00***

***Applies to quoted & scheduled service projects not covered under the Preventative Maintenance Service Contract.**

****Current Security LIST Pricing is available upon request.**

ENTECH HOLIDAY SCHEDULE:

New Years Day
Memorial Day
Independence Day
Labor Day

Thanksgiving Day
Friday after Thanksgiving
Christmas Day



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TERMS AND CONDITIONS

SECTION 1

- A. Planned and / or routine maintenance services provided under this agreement will be performed during normal working hours unless specifically stated in the contract.
- A. The guarantees and services provided under the scope of this agreement are conditioned upon the City of Coppell operating and maintaining systems / equipment. The City of Coppell will do so according to industry-accepted practices and in consideration of our recommendations.
- B. The City of Coppell will provide and permit reasonable access to all covered equipment. Entech will be allowed to start and stop equipment as necessary to perform its services and be permitted use of existing facilities and building services, after the technician has verbally notified the customer that he has arrived on the premise.
- C. Entech shall not be liable for any loss, delay, injury or damage that may be caused by circumstances beyond its control including, but not restricted to acts of God, war, civil commotion, acts of government, fire, theft, corrosion, floods, lightning, power fluctuations, freeze-ups, strikes, lockouts, differences with workmen, riots, explosions, quarantine restriction, delays in transportation, shortage of vehicles, fuel, labor or materials, or malicious mischief.
- D. In the unlikely event of failure by Entech to perform the obligations in this contract, Entech' liability is limited to repair or replacement of product at its option, and such shall be Customer Name's sole remedy. Under no circumstances will Entech be responsible for loss of use, loss of profits, increased operating or maintenance expense, claims of Customer Name's tenants or clients, or any special, indirect or consequential damages.
- E. The agreement does not include responsibility for system design deficiencies, such as, but not limited to, poor air distribution, water flow imbalances, etc. It does not include responsibility for system, equipment and component obsolescence, electrical failures, unserviceable equipment, or system operation.
- F. Entech is not responsible for the removal or disposal of any hazardous materials or any cost associated with those materials unless otherwise specified in this agreement. Any charges incurred for their proper disposal will be born by the customer and will be incremental to the contract price.
- G. The agreement does not include repairing any damage resulting from improper / inadequate water treatment or filter service not supplied by Entech.
- H. This agreement does not include services occasioned by improper operation, negligence, vandalism, or alterations, modifications, abuse, or misuse, or repairs to equipment not performed by Entech. Also excluded is the furnishing of materials and supplies for painting or refurbishing equipment.
- I. Entech shall not be required to furnish any items of equipment, labor, or make special tests recommended or required by insurance companies, federal, state, municipal or other authorities except as otherwise included in this agreement.
- J. This agreement does not include the cleaning of any air passages, grilles, or air balancing of systems.
- K. In the event either party must commence a legal action in order to enforce any rights under this contract, the successful party shall be entitled to all court costs and reasonable attorney's fees as determined by the court for prosecuting and defending the claim, as the case may be. Venue for any and all disputes shall be in Dallas, Texas. This agreement shall be governed by the laws of the State of Texas including the Texas rules of conflict of law.

- L. Entech shall not be liable for the operation of the equipment nor for injuries to persons or damage to property, except those directly due to the negligent acts or omissions of its employees and in no event shall it be liable for consequential or speculative damages. Entech shall not be liable for expense incurred in removing, replacing or refinishing any part of the building structure necessary to the execution of this agreement. Entech shall not be held liable for any loss by reason of strikes or labor troubles affecting its employees who perform the service called for herein, delays in transportation, delays caused by priority or preference rating, or orders or regulations established by any government, authority, or by unusual delays in procuring supplies or for any other cause beyond its reasonable control.
- M. Only Entech' personnel or agent are authorized to perform the work included in the scope of this agreement. Entech may, at its option, cancel its obligations under this agreement should non-authorized individuals perform such work.
- N. This agreement and all rights hereunder shall not be assignable unless approved by Entech in writing.
- O. In the event of additional freight, labor, or material costs resulting from the City of Coppell request to avoid delays with respect to equipment warranties, or accelerated delivery of parts and supplies, the City of Coppell agrees to pay these additional costs at Entech' currently established rate.
- P. Entech' 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 Entech encounters such material in performing its work, Entech will have the right to discontinue work and remove its employees until the hazard is corrected by Customer Name or it is determined no hazard exists.
- Q. This agreement contains the entire contract and the parties hereby agree that this agreement has been agreed to and the entire agreement is then accepted and approved by an authorized person for both parties, and no statement, remark, agreement or, understanding, oral or written, not contained herein, will be recognized or enforced.
- R. This agreement does not include the disposal of hazardous waste.
- S. The City of Coppell agrees that in the event that there shall have been passed a federal and / or state law, which shall compel Entech to contribute to a federal and / or state health plan for its employees, then the terms of this agreement shall be subject to adjustment to the extent that the cost of such mandated contributions increase Entech' cost to perform this contract.
- T. The City of Coppell acknowledges and agrees that any purchase order issued by the City of Coppell, in accordance with this agreement, is intended only to establish payment authority for the City of Coppell internal accounting purposes. No purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this agreement. No term or condition included in the City of Coppell purchase order will have any force or effect.
- U. The Buyer acknowledges that Entech' employees are valuable assets to Entech. The Buyer agrees to pay Entech an amount equal to 12 months of salary for each Entech employee who worked at the City of Coppell facility that is then hired by the City of Coppell at any time during the term of this agreement and for six months thereafter. In addition, the City of Coppell agrees to reimburse Entech for all costs associated with any training Entech provided to such employees during the three years before the date the City of Coppell hires such employees.
- V. This master service agreement will be for a term of one (1) year from the date hereof and from year to year thereafter until terminated. Either party may terminate this agreement at any time with 30 days written notice, with or without cause, provided, however, that if the City of Coppell cancels this agreement without due cause during the term of this agreement, the City of Coppell shall pay Entech 25% of the annual price in addition to any previous amounts paid. The annual price of the service agreement shall be escalated at the anniversary of this agreement to reflect increases in labor and material costs as well as system expansion.

SECTION 2

- A. The contractor shall provide services at the location specified, at intervals in accordance with the schedule in Section 4 and per Entech's standard terms and conditions.

- B. The contractor shall, on mutually agreed dates, have unrestricted access to the site without constraint during the period worked. Unreasonable delay in obtaining access to customer's facility and/or equipment, or unreasonable delay in departing customer's facility upon completion of work will not be covered under this contract. Such services will be invoiced as per Section 9.
- C. The contractor will at all times use his best efforts to maintain the regularity of visits. The contractor will not accept penalties for any delay arising in discharging obligations under this Agreement. Default arising from labor disputes and allied causes beyond contractor's immediate control shall not constitute grounds for termination.
- D. Damage due to incorrect operation procedures by the customer, neglect or other instances of unusual wear and tear are expressly excluded from the inclusive charge schedules, as given on Page 4. Such replacements or services will be invoiced as per Section 9. The systems technical documentation will serve as the basis for the operating procedures/preventative maintenance.
- E. This contract does not cover the following:**
 - i. Repair of damage caused during movement or shipment of equipment by the customer.
 - ii. Repair of damage caused by acts of God, fire, water damage, power outage, lightning, wind or software viruses.
 - iii. Cabling and/or wiring to and from existing devices.
 - iv. Neither installation nor the software associated with software updates, service patches or any other software enhancements that are required.
 - v. Cutting and patching of building surfaces when required to make repairs on concealed or inaccessible equipment, piping and wiring.
 - vi. Actual removal or reinstallation of replacement valves and dampers from pipes and ductwork as required.
- F. Upon completion of a maintenance or service call, the customer will acknowledge that maintenance has been performed and equipment is serviceable by signing an acknowledgment to this effect. If the designated customer representative is not present at the time of service the field report will be left on-site at a location predetermined by the customer and Entech.
- G. The customer shall notify the contractor immediately when a malfunction occurs so that any contractor personnel in the area may be directed to the emergency visit.
- H. The customer will notify Entech within 24 hours of performing any software modifications. Any software revision upgrades, operating systems and service patches will be provided and installed on a time and material basis.
- I. The contract's initial term is for one year but will renew automatically on an annual basis unless cancelled at any time with 30 days written notice by either party or unless noted otherwise in a customer provided contract.
- J. The costs of the contract are spread over a twelve (12) month period, which is the duration of the contract. If the customer requests a 30-day unconditional cancellation, any costs incurred during the period of the contract for inspection work will be billed to the customer for final payment.
- K. Defective parts replaced in the equipment covered by this contract will become Entech property.