



Hunton
Services

**HIGH PERFORMANCE
BUILDINGS FOR LIFE**



Texas City
EST. 1911

Texas City Criminal Justice Center

1004 9th Avenue North
Texas City, TX 77590

Choice Contract # 14/021JN-05

Building Performance Controls Maintenance Proposal

July 25th, 2021



AUTHORIZED WARRANTY DEALER
TACLA009290C | MPL38267

EXECUTIVE SUMMARY

Texas City Criminal Justice Center



Hunton Services has prepared this Building Performance Controls Maintenance proposal based on the unique needs of Truluck's Ocean's Finest Seafood & Crab.

Today's built environment requires smarter technology that makes it easier for you to more efficiently manage your buildings. Our technology provides an intuitive, web-based platform that gives you the power and flexibility to reduce energy and operational costs, improve your indoor environment, as well as leaving a smaller environmental footprint.

KEY BENEFITS:

- Preserves present and future investments in your BAS
- Identifies issues and provides corrective action
- Potentially identifies other mechanical / electrical system issues
- Reduces the risk of costly system downtime and operational interruptions
- Increases energy efficiency
- Reduces energy costs
- Increases system life cycle and ROI
- Increases the performance of mechanical / electrical systems
- Eliminates risk of system obsolescence

BUILDING ANALYTICS (BA)

Extend the Life of Building Control Equipment

Building automation and energy management systems are a major investment, and we understand how important it is to building owners and operators that the investment proves to be worth the cost. The longer a system continues to operate at peak efficiency, the more overall value that system provides during its life cycle. One of the ways Hunton Services provides added value to your Building Automation System (BAS) is by implementing Building Analytics. Our advanced algorithms run continuously and capture data from each piece of integrated equipment within your facility. This information is then transformed into a Building Analytic Report that pinpoints improvement areas and identifies deficiencies.

MAN IN ATTENDANCE (MIA)

Consistency & Accountability Offer Better Control

The benefits and potential savings provided by a scheduled maintenance strategy have been proven to help facility owners and operators gain better control of their systems, establish more efficient equipment sequences, provide a fixed budget, and reduce overall operating costs. With one of our experienced professional technicians maintaining your BAS, you can focus on your business with the peace of mind knowing that your system is performing optimally. Our technician will use your Building Analytic Report to assess what changes or repairs need to be made to the system.

UNLIMITED REMOTE SUPPORT (URS)

Increased Visibility & Accessibility Help Reduce Costs

Sending a technician to your facility, while sometimes necessary, can be cumbersome for certain issues that can be resolved remotely. Our Facility Analysts can remotely perform basic system diagnostics to troubleshoot and fix issues without having to dispatch a technician. When our team services and maintains your system remotely, it saves you time and money.

LIVE REMOTE INSPECTIONS (LRI)

Streamline the Maintenance of Your Building

Managing a building is not a task that can be done by a single person. In today's built environment, there are many systems to maintain and you are going to need a multitude of technicians and experts to help you keep your systems operating at full their capacity. With Live Remote Inspections, one of our Facility Analysts will log into your system quarterly (4 times a year) and provide a Deficiency Report based on the conditions of that day.

SOFTWARE MAINTENANCE AGREEMENT (SMA)

Keep Your System Updated With the Latest Technology

Most building automation systems have been moved to web-enabled platforms, which allow end users to operate from web browsers on any PC or mobile device. This type of technology allows increased visibility and accessibility of the systems to building owners and operators.

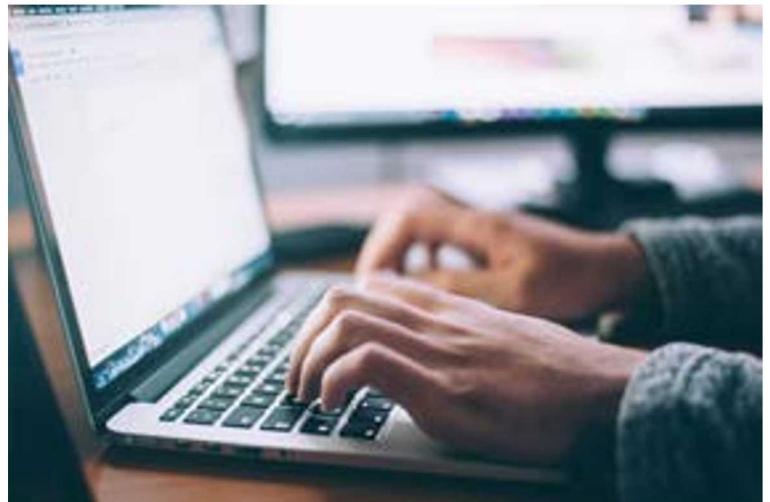
THE CHALLENGE

When new software is installed in a system, its controllers are limited to the technology available at the time of the software's release. Changes to the BAS environment can occur that have nothing to do with the system itself, but are triggered by updates to other aspects like the web browser. Over time, these changes can negatively affect the efficiency of system operation and the display of system data to the operator. Security issues can also arise as older versions prove to contain vulnerabilities, causing a potential exposure of data to unauthorized users.

OUR SOLUTION

The solution is a Software Maintenance Agreement (SMA) that keeps all software current and backed up on our secure server. As systems are enhanced over time and other functions and capabilities are addressed, the system's productivity increases along with ease of use for something as simple as reporting and logging system data.

Due to the radical and continuous advancement of the technology used in our built environments, the BAS software on your network level and unitary level controllers need to stay updated to maintain compatibility, security, and productivity.



TIER 2 PACKAGE INCLUDES:

Live Remote Inspection
Man in Attendance
Unlimited Remote Support
Software Maintenance Agreement

LIVE REMOTE INSPECTIONS (LRI)

With Live Remote Inspections, one of our Facility Analysts will log into your system quarterly (four times a year) and provide a Deficiency Report based on the conditions of that day.

MAN IN ATTENDANCE (MIA)

Provision for a service technician to make inspections, changes, and repairs based on the Live Remote Inspection Report and customer feedback.

UNLIMITED REMOTE SUPPORT (URS)

Provision for Remote Facility Analysts to access the site remotely to troubleshoot issues, make changes, and identify necessary repairs during normal business hours.

SOFTWARE MAINTENANCE AGREEMENT (SMA)

Onsite technician will back up and upgrade the Tracer SC to the latest version annually. Software Maintenance Plan is required and was included in the upgrade proposal.

CLARIFICATIONS & EXCEPTIONS:

- Connectivity requires connection to customer's network on the subnet, where the BAS resides, and open, outbound ports to the designated Trane IP address.
- Improvement recommendations (i.e. repairs, replacements, or major reprogramming) outside of this scope of preventive maintenance will be quoted separately.
- Customer requested changes to system structure, graphics, or for equipment additions/deletions will be quoted separately.

PRICING & ACCEPTANCE

Texas City Criminal Justice Center



PRICING

Customer agrees to pay the price(s) below to Hunton Services as consideration (the "Contact Price") for the Contracting Services outlined in this proposal.

This proposal will remain valid until December 31st, 2021, unless accepted by customer prior to this date.

TIER	OPTION DESCRIPTIONS	TERM	TOTAL CONTRACT PRICE	MONTHLY
2A	LRI with Deficiency Report, MIA, SMA, URS	3 yr.	\$31,021.56	\$861.71
2B	LRI with Deficiency Report, SMA, URS	3 yr.	\$14,476.68	\$402.13
	Choice Contract # 14/021JN-05			

ACCEPTANCE

This agreement is subject to Customer's acceptance of the Hunton Services Terms and Conditions (Service, Repair, and Maintenance Agreements) on page 7-8.

PROPOSAL ID: QUO-42986-Y7W9W2

PROPOSAL DATE: 07/25/2021

CUSTOMER ACCEPTANCE

Authorized Representative Signature

Printed Name and Title

Acceptance Date & Tier

Purchase Order

HUNTON SERVICES ACCEPTANCE

Authorized Representative Signature

Hunton Services

Company

Account Executive

Title

Acceptance Date & Tier

GENERAL:

This Service Agreement, together with all documents contained herein, shall constitute the entire Agreement between Hunton Services, hereafter referred to as "The Company" and customer and may not be modified, amended, without the express written consent of an officer of The Company.

Customer acknowledges the complexity and expense of any air conditioning and refrigeration equipment as well as the need for specially trained and qualified personnel to service and/or repair such equipment. Therefore, to reduce the risk of damage, the customer agrees not to contract any other service company to perform service on the equipment covered by a Select Service Agreement without the expressed written permission of The Company.

PAYMENT:

Service agreements are billed in advance and payment is due within 30 days of invoice date. If payments are past due, the company reserves the right to suspend all services and coverages under this agreement. The Company may cancel this agreement for delinquency and in the event collection action is taken, the company reserves the right to add a surcharge of 1½ % of the principal per month. Should legal action be required to enforce payment for monies due from the customer, the customer agrees to pay reasonable attorney's fees and court costs.

COVERAGE:

The Company shall provide the services described in this Agreement with respect to the listed Equipment with reasonable promptness in a workmanlike manner in accordance with industry standards generally applicable in the area. The Company may at its discretion either replace or repair faulty equipment.

EXCLUSIONS:

Unless specifically noted otherwise in the agreement, the following items are not covered:

- a) Any repairs or service covered by mechanical insurance.
- b) Any and all special alterations or provisions necessary to facilitate safe access to service or repair of unit, including, but not limited to, special rigging, cranes and/or rental equipment if required.
- c) Repairs for damages due to acts of God, including but not limited to fire, floods, wind

damage, freezing, wars, vandalism, strikes, force of nature.

d) Any loss consisting of, caused by, contributed to, or aggravated by rust, mold, mildew, fungus, wet or dry rot and any resulting loss is always excluded under this contract, however caused.

e) Repairs for damages due to corrosion, erosion, and deterioration, including but not limited to corrosion relating to equipment installation in corrosive (marine, industrial) environments, regardless of equipment age.

f) Any responsibility for the identification, detection, or removal/abatement of asbestos related materials.

g) Repairs for damages due to misuse, abuse, negligence, misapplication or other causes beyond the company's control.

h) Items not mechanically maintainable such as casings, cabinets and supports. Non-standard modifications or enclosures such as explosion-proofing, theft-proofing, etc. may require additional labor for maintenance and repairs, to be billed at the company's prevailing preferred customer service rates.

i) Troubleshooting or repairs to controls communications wiring.

j) Unless specifically listed, all devices not an integral part of the equipment including but not limited to any component upstream of unit's starter such as conductors, transformers, fuses, disconnects, circuit breakers, flow switches, fire/ smoke detectors, building automation/temperature control systems, high-voltage starters and/or switchgear.etc.

k) Unless specifically listed, all control devices not an integral part of the equipment including but not limited to flow switches, smoke and fire stats, building automation systems, etc, or any damage done by these devices.

l) Repairs or replacement of combustion chambers, burners, heat exchangers, flues, chimneys, ductwork, dampers, insulation, steam lines, water lines, gas lines, condensate lines, evaporator and condenser heat transfer surfaces, including tube, coils and chiller barrels.

m) Repairs for damages caused by the electric utility service, electrical connection maintenance or any power related issues.

n) Modifications or alterations of existing equipment due to requirements of governmental, regulatory, or insurance agencies.

o) Any parts or software not available due to obsolescence or severance with 3rd party vendor for any reason.

LIMITED LIABILITY:

The Company shall not under any circumstances be liable for personal injury, breakage, loss or damage to the equipment or property unless such loss or damage is caused solely by the negligent acts of omission or commission by The Company's employees or subcontractors.

Neither party to this agreement shall hold the other responsible for any consequential damages such as, but not limited to, loss of revenue or loss of any use of equipment.

INDEMNIFICATION:

Both parties shall indemnify, defend, and hold each other harmless from any and all claims, actions, costs, damages, and liabilities resulting from death or bodily injury or damage to property of the other or other persons, unless such losses result from the sole negligence or misconduct of their respective employees or agents in connection with their duties pursuant to this agreement.

CONDITIONS:

The customer will provide timely and reasonable means of access to all equipment covered by this agreement and will allow the company the right to start and stop all primary equipment incidental to the mechanical system as necessary to perform its duties. Failure to do so by customer may result in loss of coverage.

This agreement assumes that the equipment listed has been properly maintained and is in operating condition at the time of acceptance of this offer. Following the first inspection, The Company shall report to the customer any deficiencies or repairs necessary to the equipment. If such repairs are not done, The Company reserves the right to adjust the coverage accordingly.

The agreement shall commence on the start date indicated by both parties and shall remain in effect for term of agreement and shall be deemed continuously renewed yearly unless either party gives written notice of termination as defined below.

CANCELLATION:

Either party may cancel during the contract period by giving the other party 30 day written notice sent by certified mail. Customer agrees to pay The Company the greater of the amount of the contract balance due to date of effective cancellation or the cost for all work performed to date of cancellation billable at current Published Time & Material non- contract rates, not to exceed the balance of the annual contract amount.

SUCCESSORS:

This Contract and each provision of it shall operate to the benefit of the parties and to their respective successors in interest, legal representatives and assigns.

SEVERABILITY:

Should any of the qualifications, terms or conditions set forth heretofore and hereafter, be contrary to, prohibited by, or be held invalid under applicable laws or court of law having jurisdiction, in that event, such provisions shall be considered inapplicable and omitted, but shall not invalidate any remaining provisions.

GOVERNING LAWS:

This shall be construed as an agreement in accordance with the laws of the State of Texas. Texas State licenses TACLA009290C. Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, 1-800-803-9202, 512-463-6599, www.license.state.tx.us.

HUNTONSMARTSERVICES

WEB-ENABLED REMOTE ACCESS

BUILDING REPORT CARD

BUILT-IN ENERGY CONSERVATION MEASURES (ECMs)

SOFTWARE MAINTENANCE PLANS

PERPETUAL COMMISSIONING

REMOTE INSPECTIONS

BUILDING PERFORMANCE / DATA COMPARISON OVER TIME

ON-SITE AND REMOTE SUPPORT

UNLIMITED REMOTE SUPPORT CONTRACT OPTIONS

TEXAS A&M CONTINUOUS COMMISSIONING LICENSEE

HIGH PERFORMANCE BUILDINGS FOR LIFE

www.huntonservices.com

CONTACT US

SMART@huntongroup.com
(713) 643-8336

