



Assured Maintenance Agreement

Customer Name Doral Public Works Dept

Proposal No.
MA-RV011315

(Hereinafter referred to as "Customer")

Address 8401 NW 53rd Terrace

Agreement No.

City Doral State FL

Zip 33166

Locations(s) City of Doral

Scope of Service

In consideration of their mutual agreement, Daikin Applied Americas Inc. (hereinafter also referred to as "Daikin Applied") and Customer agree that the following services and type of coverage for the above location(s) for the equipment listed on the attached Equipment Schedule (hereinafter referred to as "Equipment") will be provided in accordance with the Terms and Conditions, Assured Maintenance Agreement Equipment Schedule and Assured Maintenance Agreement Plans and Service Programs included herein.

I. Type of Plan

- First Year Maintenance Labor Maintenance
- Inspection Comprehensive Maintenance

IIa. System Components Covered

- VRV Systems
- Air Conditioning
- Heating
- Temperature Controls
- Electrical Equipment

IIb. Service Options Included

- Water Treatment
- Predictive Maintenance
- Air Filters
- Refrigeration
- Digital Systems
- Refrigerant Coverage

Emergency Service Response

This Agreement includes emergency service response as checked below:

- 24 hours per day, 7 days per week including holidays.
- 24 hours per day, 5 days per week (Monday - Friday).
- During normal working hours on Daikin Applied scheduled business days.
- Not included in this Agreement but available on a time and material basis.

Important: Additional terms and conditions are continued on the following pages.



Assured Maintenance Agreement Inspection Plan

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Customer Name **Doral Public Works Dept**

Agreement No.

Inspections

During normal working hours Daikin Applied shall provide 4 inspections per year, unless otherwise noted, for the Equipment.

1. **Daikin Applied agrees to:**
 - a) Furnish its Inspection Service during normal working hours, unless otherwise specified on page 1 herein, on the Equipment, in accordance with the Assured Maintenance Agreement Service Program(s) at the price stated herein and subject to the terms and conditions set forth herein.
 - b) Provide a written report to the Customer about the condition of the Equipment and any recommendations for necessary repairs or enhancements to maintain capacity, reliability, and efficiency.
 - c) Instruct the person(s) responsible for Equipment operation and familiarize them with normal operation.
2. **Customer agrees to:**
 - a) Designate a representative in its employ to receive instructions in the operation of the Equipment. Such representative shall have authority to carry out recommendations received from Daikin Applied in conjunction with the performance of this Agreement.
 - b) Allow Daikin Applied to start and stop the Equipment in order to perform services specified in this Agreement.
 - c) Operate the Equipment in accordance with Daikin Applied instruction and to notify Daikin Applied promptly of any change in the usual operating conditions.
 - d) Provide reasonable means of access to the Equipment and building.
 - e) Employ only Daikin Applied personnel or persons authorized by Daikin Applied to perform all work on the Equipment, except for operation of same.
3. **It is understood that**, except to the extent otherwise provided in the Assured Maintenance Agreement Equipment Schedule, the services and maintenance provided for herein includes only those items listed herein. It does not, for example, include any of the following:
 - a) Normal daily and weekend functions of stopping/starting the Equipment covered hereunder.
 - b) The maintenance of space conditions or system performance.
 - c) The changing or cleaning of air filters.
 - d) Piping or ductwork.
 - e) Damage due to freezing weather.
 - f) Water treatment.
 - g) Corrosion or erosion damage to water and/or air side of Equipment (for example, but not limited to the following: tube bundles, heat exchangers, structural supports, and coils.)
 - h) Disconnect switches, fuses and circuit breakers.
 - i) Portable recorders
 - j) Complementary equipment (for example, but not limited to the following: cabinets, fixtures, water boxes, water supply lines and drain lines, and painting for appearance).
 - k) Boiler shell, tubes, and refractory material.
 - l) Replacement of complete unit.
 - m) Any items of equipment that are recommended or required by Insurance Companies, Government, State, Municipal or other authorities.

Exceptions and additions: _____



Assured Maintenance Agreement

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Customer Name Doral Public Works Dept

Agreement No.

Special Notes: - Chiller has Compressor & Compressor Parts Warranty Only until 7/18/17

Duration

This Agreement shall remain in effect for an initial term of 1 year(s) beginning 4/1/15 (the "Effective Date") and shall continue from year to year thereafter unless at least 30 days prior to the expiration date of the initial term or any extended term, either party gives the other written notice of its intention to terminate this Agreement.

Price and Payment Terms

1. Daikin Applied will provide services pursuant to this Assured Maintenance Agreement for the sum of **\$4,980.00** per annum.
 2. Payment will be in advance as follows: on the first day of each quarter beginning on the Effective Date of this Agreement, Daikin Applied will provide Customer with an invoice in the amount of **\$1,245.00** and payment will be due upon receipt.
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NOTE: This Agreement is subject to final approval by Daikin Applied.



Assured Maintenance Agreement Amendments

This Agreement contains two (2) or more Plans as checked on page 1 hereof. The second and third Plan (if applicable) are attached as Exhibit A and incorporated herein.

N/A

This proposal expires on:

The Terms and Conditions set forth on the reverse side of this signature page from an integral part of this Agreement and are expressly incorporated herein.

Submitted by Rafael Vicens
Daikin Applied
Service Sales Representative

Date 2/19/15

Accepted:

(Full legal name of Customer)

Approved:
Daikin Applied Americas Inc.

Signature

Signature

Title

Title

Date _____

Date _____

Service location: Daikin Applied – South Florida

Address: 15712 SW 41st Street, Ste. 6
Davie, FL 33331

Location code: Miami

Salesman code: VICE

Phone: 954-486-4808



Assured Maintenance Agreement Scroll Chiller

Customer Name Doral Public Works Dept

Agreement No.

Daikin Applied will perform the following procedures:

Annual Inspection

1. Inspect for refrigerant and oil leaks.
2. Inspect vibration eliminators and water piping for leaks.
3. Check freeze protection, evaporator and piping heaters, glycol content.
4. Check and blow down water piping strainers.
5. Check refrigerant in sightglass.
6. Check compressor oil presence in sightglass, if applicable.
7. Inspect and tighten electrical connections.
8. Check relays and operating/safety controls.
9. Check crankcase heater operation.
10. Meg hermetic motor.
11. Check operation of electronic expansion valve.
12. Perform MicroTech check, log, and last fault analysis, analyze performance.
13. Check and clean condenser coils, clean debris from around condenser, air cooled units.
14. Check condenser fan operation, air cooled units.

Operating Inspection

1. Inspect for refrigerant and oil leaks.
2. Inspect vibration eliminators and inspect water piping for leaks.
3. Check and blow down water piping strainers.
4. Check refrigerant in sightglass.
5. Check compressor oil presence in sightglass, if applicable.
6. Inspect and tighten electrical connections.
7. Check relays and operating/safety controls.
8. Check crankcase heater operation.
9. Perform MicroTech check, log, and last fault analysis, analyze performance.
10. Check condenser coils, clean debris from around condenser, Model AGZ air cooled units.
11. Take and record water side pressure drops across vessels.

Exceptions and additions:



Assured Maintenance Agreement
Central Fan Systems
Service Program 5

Customer Name Doral Public Works Dept

Agreement No.

Daikin Applied will perform the following procedures:

Central Fan Systems - Inspection

1. Lubricate fan bearings per manufacturer's recommendations.
2. Lubricate motor bearings per manufacturer's recommendations.
3. Check belts and sheaves.
4. Tighten all nuts and bolts.
5. Check motor mounts and vibration pads.
6. Check motor operating conditions.
7. Inspect electrical connections and contactors.
8. Lubricate and adjust associated dampers and linkage.
9. Check fan operation.
10. Check strainers, check steam traps and hand valves.
11. Check filter advancing mechanism. Lubricate and adjust as required.
12. Inspect filters.
13. Check heating and cooling coils.
14. Inspect humidifier.

Exceptions and additions: _____



Assured Maintenance Agreement

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Pumps

Service Program 7

Customer Name Doral Public Works Dept

Agreement No.

Daikin Applied will perform the following procedures:

Inspection

1. Lubricate pump bearings per manufacturer's recommendations.
2. Lubricate motor bearings per manufacturer's recommendations.
3. Tighten all nuts and bolts. Check motor mounts and vibration pads.
4. Visually check pump alignment and coupling.
5. Check motor operating conditions.
6. Inspect electrical connections and contactors.
7. Check and blow down condenser pump strainers and check hand valves.
8. Inspect mechanical seals or inspect pump packing.
9. Verify gauges for accuracy.

Exceptions and additions:



Assured Maintenance Agreement

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Daikin Applied Americas, Inc

Terms & Conditions

Customer Name Doral Public Works Dept.

Agreement No.

1. This Standard Service Proposal or Maintenance Agreement (hereinafter sometimes referenced as "Agreement"), upon acceptance by the Customer, is made solely on the terms and conditions hereof, notwithstanding any additional or conflicting conditions that may be contained in any purchase order or other form of Customer, all of which additional or conflicting terms and conditions are hereby rejected by Daikin Applied. Further, you acknowledge and agree that any purchase order issued by you in accordance with this Agreement will only establish payment authority for your internal accounting purposes. Any such purchase order will not be considered by us to be a counteroffer, amendment, modification, or other revision to the terms of this agreement. No waiver, alteration or modification of the terms and conditions herein shall be valid unless made in writing and signed by an authorized representative of Daikin Applied.
2. This Maintenance Agreement or Standard Service Proposal is subject to acceptance by the Customer within 30 days from date shown on the quote, unless specified otherwise. Prices quoted are for services, labor, and material as specified in this Proposal. If acceptance of this Maintenance Agreement or Standard Service Proposal is delayed or modified, prices are subject to adjustment.
3. Terms of payment are subject at all times to prior approval of Daikin Applied's credit department. Terms of payment are net 30 days upon receipt of invoice unless previously otherwise agreed in writing. Should payment become more than 30 days delinquent, Daikin Applied may stop all work under this Agreement or terminate this Agreement with five (5) days written notice to Customer. Daikin Applied reserves the right to add to any account outstanding more than 30 days interest at 1 ½% per month or the highest rate allowed by law. In the event of default in payment, Customer agrees to pay all costs of collection incurred by Daikin Applied including, but not limited to, collection agency fees, attorney fees and court costs. Additional services may be performed upon request at a price to be determined, subject to these Terms and Conditions.
4. In the event that Daikin Applied determines, during the first thirty (30) days of any Maintenance Agreement or upon seasonal start-up (discovery period) that any equipment covered under this Agreement in need of repair and/or replacement, Daikin Applied shall inform Customer of the equipment condition and remedy. Daikin Applied shall not be responsible for the present or future repair and/or replacement or operability of any specific equipment; until such time as the equipment is brought up to an acceptable condition or the Customer removes the unacceptable system(s), component(s), or part(s) from this contract.
5. Any Maintenance Agreement price is subject to adjustment once each calendar year, effective on the anniversary date, for changes in labor, subcontractor and material costs. The customer shall receive forty-five (45) days prior written notice of such adjustment unless specifically excluded otherwise in writing.
6. A Maintenance Agreement may be terminated: (i) by either party upon the anniversary date hereof, provided however, that written notice of such termination must be given to the non-terminating party at least thirty (30) days prior to the anniversary date; (ii) by Daikin Applied upon five (5) days prior written notice to Customer, in the event that any sums or monies due or payable pursuant to this Agreement are not paid when due or in the event that additions, alterations, repairs or adjustments are made to the system or equipment without Daikin Applied's prior approval; (iii) by either party, in the event that the other party commits any other material breach of this Agreement and such breach remains uncured for ten (10) business days, after written notice thereof. If a Maintenance Agreement is terminated for any reason, other than a material breach by Daikin Applied, Customer shall pay, in addition to all sums currently due and owing, the entire remaining balance due for the term of the Maintenance Agreement, or an amount equal to time and materials expended for the year, whichever is less. Notices required hereunder shall be sent via Certified U.S. Mail, Return Receipt Requested and provided that such notice is postmarked by the required date, such notice shall be deemed properly given.
7. Unless Customer provides appropriate documentation of tax exemption, Customer shall pay Daikin Applied, in addition to the contract price, the amount of all excise, sales, use, privilege, occupation or other similar taxes imposed by the United States Government or any other National, State or Local Government, which Daikin Applied is required to pay in connection with the services or materials furnished hereunder. Customer shall promptly pay invoices within 30 days of receipt. Should payment become more than 30 days delinquent, Daikin Applied may stop all work under this Agreement or terminate this Agreement as provided in the next paragraph.



Assured Maintenance Agreement
Variable Frequency Drives
Service Program 18

Customer Name Doral Public Works Dept

Agreement No.

Daikin Applied will perform the following procedures:

Operational Inspection

1. Vacuum dust from P.C. boards and internal cabinet parts.
2. Visually inspect all power connections for discoloration.
3. Tighten all electrical connections on line/load side of circuit breaker, output contactors, by-pass switches, SCR's, and power modules.
4. Verify cabinet fan operation, clean and lubricate (if applicable).
5. Verify supply voltage and phase sequence is correct.
6. Verify speed command for auto operation is correct. Adjust as needed.
7. Verify speed shaping is correct for application. Adjust as needed.
8. Start and run VFD in manual at full speed. Verify output voltages and clamp voltages. Adjust if necessary.
9. If applicable, run out set points and faults, etc. on thermal tape printer for customer file.
10. Verify with customer auto restart operation and other special options.

Exceptions and additions: Inspections only



8. Any and all costs, fees and expenses arising from or incurred in anticipation of any federal, state, county, local or administrative statute, law, rule, regulation or ordinance (collectively "Governmental Regulations") directly or indirectly requiring that refrigerant other than the type of refrigerant currently being utilized in connection with the equipment subject to this Agreement be used, shall be borne solely by Customer. In this regard, Daikin Applied shall not be required to bear any expense in connection with the modification, removal, replacement or disposal of any refrigerant in response to any Governmental Regulation designed to reduce or eliminate the alleged environmental hazards associated with the refrigerant.
9. The contract price stated herein is predicated on the fact that all work will be done during regular working hours of regular working days unless otherwise specified. If for any reason Customer requests that work be performed other than during regular working hours or outside the scope of services specified hereunder, Customer agrees to pay Daikin Applied any additional charges arising from such additional services, including but not limited to premium pay, special freight or other fees or costs associated therewith.
10. Customer shall be responsible for all costs, expenses, damages, fines, penalties, claims and liabilities associated with or incurred in connection with any hazardous materials or substances, including but not limited to asbestos, upon, beneath, about or inside Customer's equipment or property Title to, ownership of, and legal responsibility and liability for any and all such hazardous materials or substances, shall at all times remain with Customer. Customer shall be responsible for the removal, handling and disposal of all hazardous materials and substances in accordance with all applicable Governmental Regulations. Customer shall defend, indemnify, reimburse and hold harmless Daikin Applied and its officers, directors, agents, and employees from and against any and all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including without limitation, attorneys' fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or disposal of any hazardous materials or substances, including but not limited to asbestos, in connection with the services performed hereunder. Daikin Applied shall have the right to suspend its work at no penalty to Daikin Applied until such products or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. Daikin Applied reserves the right to engage others in a subcontractor status to perform the work hereunder.
11. Customer agrees to provide Daikin Applied personnel with the usual required utilities (water, electricity, compressed air, etc.) and special tools and equipment normally used for such services unless restricted specifically in the quote. Customer agrees to ensure that sufficient service access space is provided. Daikin Applied shall not be held liable for failure or damage to any equipment caused by power interruptions, single phasing, phase reversal, low voltage, or other deficiencies beyond the control of Daikin Applied.
12. This agreement does not include responsibility for design of the system (unless specifically included), obsolescence, electrical power failures, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s) by others (including the Customer), negligence of the system by others (including the Customer), failure of the Customer to properly operate the system(s), or other causes beyond the control of Daikin Applied.
13. In the event that Daikin Applied is required to make any repairs and/or replacements or emergency calls occasioned by the improper operation of the equipment covered hereby, or any cause beyond Daikin Applied's control, Customer shall pay Daikin Applied for the charges incurred in making such repairs and/or replacements or emergency calls in accordance with the current established Daikin Applied rates for performing such services.
14. Daikin Applied shall not in any event be liable for failure to perform or for delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any Governmental Authority or of Customer, riot, war, embargo, fuel or energy shortage, wrecks or delay in transportation, inability to obtain necessary labor, materials, or equipment from usual sources, or due to any cause beyond its reasonable control. In the event of delay in performance due to any such cause, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of such delay. If the materials or equipment included in this Proposal become temporarily or permanently unavailable for reasons beyond the control of Daikin Applied, Daikin Applied shall be excused from furnishing said materials or equipment and be reimbursed for the difference between cost of materials or equipment unavailable and the cost of an available reasonable substitute.
15. **DAIKIN APPLIED SHALL NOT IN ANY EVENT BE LIABLE TO THE CUSTOMER OR TO THIRD PARTIES FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PRODUCTION, LOSS OF USE OR LOSS OF PROFITS OR REVENUE ARISING FROM ANY CAUSE WHATSOEVER INCLUDING, BUT NOT LIMITED TO ANY DELAY, ACT, ERROR OR OMISSION OF DAIKIN APPLIED. IN NO EVENT WILL DAIKIN APPLIED'S LIABILITY FOR DIRECT OR COMPENSATORY DAMAGES EXCEED THE PAYMENT RECEIVED BY DAIKIN APPLIED FROM CUSTOMER UNDER THE INSTANT AGREEMENT.**



16. Daikin Applied extends the manufacturer's warranties on all parts and materials and warrants labor to meet industry standards for a period of thirty (30) days from the date performed, unless a longer duration is expressly stated elsewhere in this Agreement. Daikin Applied expressly limits its warranty on Customer's Equipment to cover only that portion of Equipment which had specific service work done by Daikin Applied. These warranties do not extend to any Equipment or service which has been repaired by others, abused, altered, or misused, or which has not been properly maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR SPECIFIC PURPOSE, WHICH ARE HEREBY SPECIFICALLY DISCLAIMED.
17. Each of us agrees that we are responsible for any injury, loss, or damage caused by any negligence or deliberate misconduct of our employees or employees of our subcontractors. If any of our employees or those of our subcontractors, cause any injury, loss or damage in connection with performing their duties under this agreement, the responsible party will pay for all costs, damages, and expenses, which arise. Each of us agrees to defend and hold harmless the other party, its officers, directors and employees, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees and court costs, arising out of or resulting from the performance of work hereunder, to the extent that such claim, damage, loss, or expense is caused by an active or passive act or omission of the indemnifying party or anyone directly or indirectly employed by that party, or anyone for whose acts that party may be liable.
18. This Agreement shall be binding upon and inure to the benefit of each party's respective successors, assigns and affiliates. This Agreement is governed by and construed in accordance with the laws of the State of Minnesota.



Amendment

Service Agreement between City of Doral and Daikin Applied Americas, Inc.

This Amendment updates the following sections of the terms and conditions of the attached agreement:

- **Under Duration, Page 4 of 12,:** Sentence beginning with and shall continue from year to year deleted in its entirety and replaced with the following: The Customer has the right to terminate this Agreement with or without cause on thirty (30) days prior written notice to Daikin. The Customer shall be responsible for payment of all unpaid amount only up to the termination date of the agreement. This Agreement's renewal beyond the initial one year period is subject to the Customer's prior written consent.
- **Page 10 of 12, Section 3, delete section in its entirety:** Sentence beginning with Daikin applied reserves the right to add any accounting outstanding more than 30 days interest at 1 ½ per month or the highest allowed by law. Delete section in its entirety and replace with Customer agrees to pay Daikin Applied Americas, Inc. within 30 days of receipt of Daikin's invoice for any services described herein.
- Under the Maintenance Agreement, Section 10 at the end of the paragraph add the following: **Mutual indemnification:** Company shall indemnify, defend and hold harmless the City, its elected officials, employees, agents, and volunteers (collectively referred as "Indemnitees") against all loss, costs, penalties, fines, damages, claims, expenses including attorney's fees or liabilities ("collectively referred to as liability") by reason for any injury to, or death of any person or damage to, or destruction or loss of any property arising out of resulting from, or in connection with the performance, or non-performance of the services contemplated by this agreement which is, or is alleged to be directly or indirectly caused in whole, or part by any act of omission default, or negligence of the Company, its employees, agents or sub-contractors.

Public Record Retention:

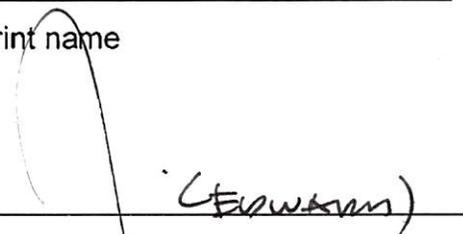
It is the policy of the City of Doral to permit the Public Record to be inspected and copied by any person desiring to do so, at any reasonable time, under reasonable conditions, and under supervision by the City Clerk or record coordinator of the public records, absent an exemption to the contrary. Any person includes City Employees and City Public Officials when the record request is not beyond the scope of the duties, responsibilities and official business of the requestor. At all times, inclusive of requests made by City Employees and/or City Public Officials that are within their scope of duties and responsibilities, the City Clerk or record coordinator shall provide safeguards to protect the contents of Public Records from alteration and to prevent disclosure or modification of those portions of Public Records which are exempt or confidential from Section 24, Article 1 of the State Constitution.

BY: 

Daikin Services, Inc.

Raul Palacios

Print name



Edward A. Rojas, City Manager

Attest:



Connie Diaz, Interim City Clerk

Approved As To Form and Legal Sufficiency for the Use
And Reliance of the City of Doral Only:



City Attorney