

## MAINTENANCE AGREEMENT

Offer # SERCON1697

Date: 03/01/2015

This agreement is between GENSET SERVICES, INC., a Florida corporation ("Genset"), located at 3100 Gateway Drive, Pompano Beach, FL 33069, and City of Doral, and hereinafter called "Customer". For good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Genset and Customer mutually agree to the following terms and conditions.

1. **Services.** Genset shall provide the technicians and equipment to maintain and service Customer's Emergency Generator identified as model number GS13.3, serial number GXD01183, located at 8401 NW 53 Ter. Doral . FL. 33166 (hereinafter collectively referred to as the "Components"). Genset shall provide scheduled preventive maintenance to maintain the components in good operating condition, provided that Customer acknowledges that certain repairs to the Components (such as repairs that are not preventative maintenance) resulting from Customer's operating schedule or in the event that the Components are not in good working order at the commencement of this Agreement may be beyond the scope of this Agreement and result in additional charges to Customer. Preventive maintenance shall be performed as needed as determined by Genset in its sole discretion. Customer acknowledges that Genset's performing preventative maintenance is not a guaranty that unscheduled or emergency maintenance will not be required in the future and that Genset does not provide any warranty against defects in the Components or for the interruption or loss of use of the Components. All services, maintenance, cleaning, calibration, timing, testing, lubrication and adjustments shall be performed as deemed necessary by Genset in its sole discretion. The preventive maintenance shall be performed 4 times per year during the term of this agreement. Customer acknowledges that preventative maintenance does not include any emergency services and any emergency services performed by Genset will be charged to Customer at Genset's regular service rates then in effect.
2. All ancillary services such as cosmetic painting, external electric and mechanical, accessory parts or supplies, structural or engineered modifications, and repair necessitated as a result of any cause other than ordinary wear and tear shall not be included in the service and maintenance performed pursuant to this Agreement, unless specifically agreed to by Genset in writing.
3. Genset shall furnish parts, components and supplies as necessary at Genset's then current scheduled price.
4. **Contract price.** The annual fee for the preventive maintenance described herein is "see exhibit-A". All supplies and parts shall be additional. Upon the commencement of each Renewal Term of this Agreement as set forth in Section 6 below, the annual fee will automatically increase by five percent (5%) over the annual fee from the prior year.
5. **Payment.** Customer agrees to pay Genset within 10 days of receipt of Genset's invoice for any services described herein. All unpaid invoices shall bear interest at the maximum rate allowed by law if past due ten days or more.
6. **Term.** This Agreement shall be effective from 3/1/15 through 2/29/16 (the "Initial Term"). Upon the expiration of the Initial Term, this agreement shall be automatically renewed for successive annual terms (each a "Renewal Term") unless terminated, in writing, by either party giving the other thirty (30) days written notice.
7. Genset's maintenance personnel shall have free access to the Components for the purpose of providing service. During any maintenance Services provided pursuant to this Agreement, Customer agrees to fully and completely secure all or any part of any facility in which the components are located for any and all safety issues that an electrical service interruption might give rise to, including but not limited to injury to building occupants, customers, invitees, or any third party and/or property damage, or work interruption, arising out of any event of maintenance or testing performed by Genset. Customer further agrees that Genset shall have no liability to Customer or any third party in connection with interruptions in electrical services during the performance of Genset's obligations herein.
8. Genset shall not be liable for any delays in performance directly or indirectly resulting from acts of Customer, its agents, employees, or subcontractors, or causes beyond the reasonable control of Genset.
9. **Damages.** CUSTOMER AGREES THAT GENSET SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OR FOR THE LOSS OF PROFITS, REVENUES, OR ANY OTHER LOSSES ARISING OUT OF ANY DEFAULT UNDER THIS AGREEMENT, EVEN IF GENSET SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.



Sales & Service for Standby Engine Generators

10. Genset warrants that it will perform the services in a manner consistent with industry standards reasonably applicable to the performance of the services. THE OBLIGATIONS SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WITH RESPECT TO THE PRODUCTS AND SERVICES, EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT GENSET KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED OR IS AWARE OF SUCH PURPOSE) OR ANY IMPLIED WARRANTY ARISING OUT OF A COURSE OF DEALING OR OF PERFORMANCE, CUSTOM OR USAGE IN THE TRADE.
11. Indemnification. Customer agrees to defend, hold harmless, and indemnify Genset, its officers, directors, employees and agents for any and all losses, damages, and liabilities, legal or non-legal, arising out of or in connection with (i) any interruption in electrical services of Customer, or (ii) the services performed by Genset hereunder including the failure to perform duly and punctually any covenant, agreement or obligation to be performed pursuant to this Agreement, or (iii) as to any other incident or event which is not caused by the willful misconduct or gross negligence of Genset. Customer further agrees with Genset that this Agreement of indemnification shall include, without limitation, any attorney's fees, costs or other legal or non-legal expenses of any description incurred by Genset. The provisions of this paragraph shall survive the expiration or termination of this Agreement.
12. Aggregate Liability. Notwithstanding anything in the Agreement to the contrary, Genset's aggregate liability to Customer under the Agreement, regardless of theory of liability, shall be limited to the aggregate fees actually paid to or for the benefit of Genset under the Agreement in the 12 months immediately prior to the act or omission giving rise to such liability.
13. Waiver. No waiver of any of the terms or conditions of this Agreement shall be binding or effective for any purpose unless expressed in writing and executed by the party giving the same.
14. Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida.
15. Attorney's Fees. The prevailing party in any action to enforce this agreement shall be entitled to recover from the non-prevailing party, all court costs and expenses of litigation, including attorney's fees, court costs, and other costs reasonably related to the litigation.
16. Entire Agreement. The provisions contained herein constitute the entire Agreement of the parties and supersedes all prior agreements and may not be amended or modified, except by a written instrument executed by all of the parties to be bound thereby.
17. Notice. Any notice to be given under this Agreement shall be in writing and signed and shall be sent to the address set forth below.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Customer Billing Information  
City of Doral Public Works Department  
8401 NW 53<sup>rd</sup> Terrace  
2<sup>nd</sup> Floor  
Doral, FL 33166

GENSET SERVICES, Inc.

By:  
Nabil Contreras

Elida Sanchez  
Phone: 305-968-0101  
Fax:  
Email: [Elida.Sanchez@cityofdoral.com](mailto:Elida.Sanchez@cityofdoral.com)

Its:  
Service

By: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
  
\_\_\_\_\_

DAE



Sales & Service for Standby Engine Generators



**PROPOSAL EXHIBIT A  
PREVENTATIVE MAINTENANCE AGREEMENT  
ENGINE-GENERATOR SYSTEMS**

Offer # SERCON1697

Date: 03/01/2015

Upon acceptance of this proposal GSS will perform the services listed below, GSS will inspect during business hours at least 4 times each year while this agreement remains in effect. These inspections will include:

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Lube, oil and filter change (Once/year)               | <input checked="" type="checkbox"/> Emergency system operation without load transfer          |
| <input checked="" type="checkbox"/> Fuel filter change (Once/year)                        | <input checked="" type="checkbox"/> Emergency system operation with load transfer             |
| <input type="checkbox"/> Engine tune-up with parts (Once/year)                            | <input checked="" type="checkbox"/> Frequency check/governor adjustment                       |
| <input checked="" type="checkbox"/> Check air cleaner (Once/year)                         | <input checked="" type="checkbox"/> Confirm transfer switch and accessory operation           |
| <input checked="" type="checkbox"/> Check coolant level                                   | <input checked="" type="checkbox"/> Check alternator charge rate                              |
| <input checked="" type="checkbox"/> Test anti-freeze and adjust                           | <input checked="" type="checkbox"/> Confirm engine and generator gauge operation              |
| <input checked="" type="checkbox"/> Inspect belt condition                                | <input checked="" type="checkbox"/> Confirm generator controller operation including shutdown |
| <input checked="" type="checkbox"/> Check engine heater operation                         | <input checked="" type="checkbox"/> Check unit output voltage and adjust as necessary         |
| <input checked="" type="checkbox"/> Inspect air intakes and outlets                       | <input type="checkbox"/> Check paralleling equipment operation                                |
| <input checked="" type="checkbox"/> Check transfer tank operation                         | <input type="checkbox"/>  |
| <input checked="" type="checkbox"/> Drain exhaust line                                    | <input checked="" type="checkbox"/> Inspect fuel line and electrical connections              |
| <input checked="" type="checkbox"/> Inspect silencer                                      | <input checked="" type="checkbox"/> Check fuel tank level                                     |
| <input checked="" type="checkbox"/> Check battery charger operation and charging rate     | <input type="checkbox"/>  |
| <input checked="" type="checkbox"/> Check battery electrolyte levels and specific gravity | <input type="checkbox"/>  |
| <input type="checkbox"/>  | <input type="checkbox"/>  |
| <input type="checkbox"/>  | <input type="checkbox"/>  |

Manufacturer	Model	Serial Number	kW/amps	Equipment	Location	Annual Amount
Olympian	GS13.3	GXD01183	275KW	Generator	City of Doral Public	\$1138.00
					8401 NW 53 Ter.	\$0.00
					Doral, FL. 33166	\$0.00
						\$0.00
						\$0.00
						\$0.00
					Subtotal	\$1138.00

Annual load bank testing ..... "see options page"

This proposal includes all applicable sales tax.

Net Lot Total Not Including Options Listed on Next Page ..... \$1,138.00

**This proposal is open for acceptance for 30 days.**

**Terms and Conditions: GENSET SERVICES, Inc. Maintenance Agreement**

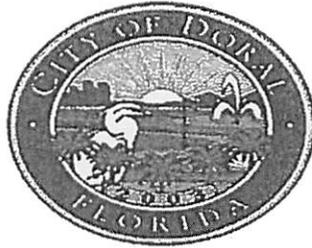
Customer \_\_\_\_\_

Date \_\_\_\_\_

Genset Services, Inc. \_\_\_\_\_

Date \_\_\_\_\_





## Amendment

### Service Agreement between City of Doral and Genset Services Inc.

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

- Under Section 5 Payment: delete section in its entirety and replace with Customer agrees to pay Genset Services, Inc. within 30 days of receipt of Genset's invoice for any services described herein.
- Under the Maintenance Agreement, Section 6 ;: Sentence beginning with Upon the expiration of the initial term is 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 Genset Services, Inc. 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.
- Under the Maintenance Agreement, Section 11 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.
- Under the Maintenance Agreement, Section 12 at the end of the paragraph add the following: Aggregate Liability: Company shall be responsible for the cost to repair or replace any equipment damaged or destroyed by Contractor.

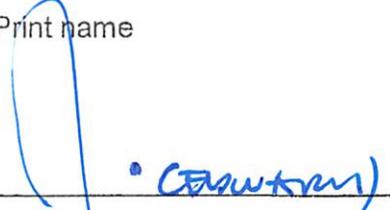
**Public Record Retention:**

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:  \_\_\_\_\_

Genset Services, Inc.  
 \_\_\_\_\_

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

Weiss, Serota, Helfman, Cole, Bierman & Popok, PL