

PROFESSIONAL SERVICES AGREEMENT

This Agreement, made and entered into this, the 17th day of September 2019, by and between the **City of Dripping Springs, Texas** (hereinafter referred to as the “City”) and **Daikin Applied** (hereinafter referred to as “Contractor”), is understood and agreed to be as set forth herein:

1. **Project Summary:** The City, in maintaining the facilities offered to its citizens at Dripping Springs Ranch Park (“Ranch Park”) seeks to contract with Daikin for the following HVAC Service and Repair with an initial inspection, data logging, and commissioning of two (2) Daikin MPS package units.
2. **Scope of Work:** The scope of work, more fully described in Attachment “A” and Attachment “B” would include inspection of the units at Ranch Park as well as recommended maintenance moving forward, respectively.

Inspection services covered by Attachment “A” include but are not limited to the following:

- a. Review submittals
- b. Data logging of Microtech controllers
- c. Proper setup of time/date/etc. information
- d. Review configuration settings, adjust as necessary
- e. Check sensors and calibrations
- f. Check unit for proper operation, interlocks, controls, and excessive noise or vibration
- g. Tighten all starter, motor, and control connections
- h. Visually inspect condition of starter contacts for wear, pitting, and any signs of overheating
- i. Inspect overload settings
- j. Meg compressor motor and record readings
- k. Clean evaporator drain pan and condensate trap
- l. Check belts for condition, proper tension, and alignment. Adjust tension if required.
- m. Inspect condition of motors (bent blades, debris, proper rotation and airflow)
- n. Check unit controls and thermostats
- o. Check operation of crankcase heater
- p. Start unit and check operating and safety controls
- q. Check sight glass(es) for flashing/moisture and/or oil presence

Maintenance services covered by Attachment “B” include but are not limited to the following preventative maintenance of two (2) Daikin package units serving the Family Center:

- a. Quarterly maintenance on two (2) Maverick RTUs
- b. Check of Microtech controllers
- c. Annual condenser coil washing
- d. Annual blower belt replacement
- e. Quarterly Filter replacement

3. **Payment for Services:** The fee for inspection services is \$1,512.00 (One thousand, five hundred twelve dollars and zero cents) and does not include additional fees outside of the scope of work as may be incurred for equipment repair and emergency service response. The fee would be billed in full and due upon completion of services. Costs for inspection services are outlined in Attachment “A”.

The fee for maintenance services would be due annually, upon Contractor invoicing the City, and vary at the following rates, outlined in Attachment “B”:

| | |
|--------|----------------------------|
| Year 1 | \$3,072.00 (\$768/quarter) |
| Year 2 | \$3,168.00 (\$792/quarter) |
| Year 3 | \$3,264.00 (\$816/quarter) |

Payment for the above services shall be paid within thirty (30) days of receipt and approval of the invoice submitted by the Contractor. Any additional costs not listed above shall only be paid by the City if such cost is presented in writing and approved by the City as required by City policy and state law including additional maintenance or costs related to refrigerant.

4. **Duration:** This Agreement shall be in effect for a period of three years (36 months), unless terminated as provided below. Contractor shall start work immediately after the execution of this Agreement.
5. **Renewal:** This Agreement shall not automatically renew after its duration of three years (36 months).
6. **Termination:** Either party may terminate this Agreement by providing thirty (30) day written notice to the other party. Either party may terminate this Agreement upon breach of this Agreement including, but not limited to, failure to provide services as listed in the scope of services by the Contractor if such breach remains uncured after ten (10) business days after written notice of the breach.
7. **Relationship of Parties:** It is understood by the parties that Contractor is an independent contractor with respect to the City and not an employee of the City. City will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of Contractor. The City may contract with other individuals or firms for engineering services.
8. **Limitations:** During the period the Consultant is covered by this Agreement, the Consultant will contact the City in writing if a potential conflict of interest with a third-party client exist. If the City Council finds that a project for a third-party client of the Consultant has a direct conflict with the City, the City Council shall contact the Consultant in writing. If the conflict

of interest cannot be resolved to either party's satisfaction, either the Consultant or the City Council may terminate this Agreement by providing a seven (7) day written notice to the other party.

9. **Employees:** Contractor employees, if any, who perform services for City under this Agreement shall also be bound by the provisions of this Agreement. At the request of City, Contractor shall provide adequate evidence that such persons are Contractor's employees.
10. **Mandatory Disclosures:** Texas law requires that vendors make certain disclosures. Prior to the effective date of this Agreement, the Contractor has submitted to the City a copy of the Conflict of Interest Questionnaire Form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176). The Contractor must also fill out Form 1295, as required by the Texas Ethics Commission, and submit it to the City. The form may be found here: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
11. **Injuries/Insurance:** Contractor acknowledges his/her obligation to obtain appropriate insurance coverage for the benefit of Contractor's employees, if any. Contractor waives the rights to recovery from City for any injuries that Contractor and/or Contractor's employees may sustain while performing services under this Agreement. Contractor is to provide a copy of insurance coverage to City at least ten (10) days prior to end of any existing coverage period if Contractor uses the services of any of Contractor's employees for the provision of services to the City.
12. **Indemnification:** Contractor agrees to indemnify and hold City harmless from all claims, losses, expenses, fees, including attorney's fees, costs, and judgments that may be asserted against City that result from negligent acts or omissions of Contractor, Contractor's employees, if any, and Contractor's agents. City shall not indemnify the Contractor and any provision in the Attachment that requires indemnification by the City shall be preempted by this provision.
13. **Assignment:** Contractor's obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of City.
14. **Notice:** All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

For the City:

City of Dripping Springs
Attn: City Administrator
PO Box 384
Dripping Springs, TX 78620

For the Contractor:

Daikin Applied
Attn: Adam P. Neveu
12100 Crownpoint, Suite 150
San Antonio, TX 78233

Either party may change such address from time to time by providing written notice to the other in the manner set forth above. Notice is deemed to have been received three (3) days after deposit in U.S. mail.

15. **Entire Agreement:** This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written agreements between the parties. If a conflict exists between this Agreement and Attachments "A" and "B", this Agreement shall prevail.
16. **Amendment:** This Agreement may be modified or amended only if the amendment is made in writing and is signed by both parties.
17. **Severability:** If any provision of this Agreement shall be held to be invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
18. **Waiver of Contractual Right:** The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.
19. **Applicable Law:** The laws of the State of Texas shall govern this Agreement.
20. **Venue:** The venue for any and all legal disputes arising under this Agreement shall be Hays County, Texas.

CITY OF DRIPPING SPRINGS:



Todd Purcell, Mayor

9/19/19

Date

DAIKIN APPLIED:

Ted Godawski, ROSM

Date

ATTEST:



Andrea Cunningham, City Secretary

Either party may change such address from time to time by providing written notice to the other in the manner set forth above. Notice is deemed to have been received three (3) days after deposit in U.S. mail.

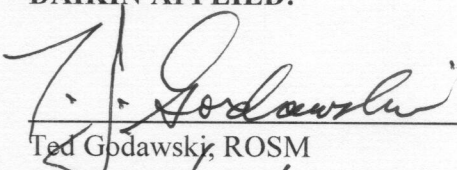
- 15. Entire Agreement:** This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written agreements between the parties. If a conflict exists between this Agreement and Attachments "A" and "B", this Agreement shall prevail.
- 16. Amendment:** This Agreement may be modified or amended only if the amendment is made in writing and is signed by both parties.
- 17. Severability:** If any provision of this Agreement shall be held to be invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 18. Waiver of Contractual Right:** The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.
- 19. Applicable Law:** The laws of the State of Texas shall govern this Agreement.
- 20. Venue:** The venue for any and all legal disputes arising under this Agreement shall be Hays County, Texas.

CITY OF DRIPPING SPRINGS:

Todd Purcell, Mayor

Date

DAIKIN APPLIED:



Ted Godawski, ROSM

9/23/19

Date

ATTEST:

Andrea Cunningham, City Secretary

ATTACHMENT "A"

Service & Repair Proposal



Service & Repair Proposal DS Ranch Park Commissioning | SR

1042 Event Center Dr,
Dripping Springs, Texas
United States, 78620

Proposal #: Q-00035505
License #: TACLA009356C
8/28/2019

Prepared for:
Lynne Dickinson
Center Manager
Dripping Springs Ranch Park

Prepared by:
Adam Neveu
SSR III
San Antonio District
Mobile: +1 5122179945
Email: adam.neveu@daikinapplied.com



Scope of Services

Daikin Applied is pleased to offer the following Service & Repair proposal for your consideration. Thank you for selecting Daikin Applied service to care for your building system. Our factory-trained service personnel have the knowledge and experience to deliver the best support available. Daikin Applied will perform all services using factory-trained technicians who specialize in HVAC, refrigeration and electronic system maintenance and repair services.

Scope of Work

BUYBOARD 558-18

Daikin shall perform an initial inspection, data logging and commissioning of two (2) Daikin MPS package units

- Review submittals
- Data logging of Microtech controllers
- Proper setup of time/date/etc information
- Review configuration settings, adjust as necessary
- Check sensors and calibrations
- Check unit for proper operation, interlocks, controls, and excessive noise or vibration.
- Tighten all starter, motor, and control connections.
- Visually inspect condition of starter contacts for wear, pitting, and any signs of overheating.
- Inspect overload settings
- Meg compressor motor and record readings
- Clean evaporator drain pan and condensate trap
- Check belts for condition, proper tension, and alignment. Adjust tension if required.
- Inspect condition of motors (bent blades, debris, proper rotation and airflow)
- Check unit controls and thermostats
- Check operation of refrigerant cycle, reversing valve, pump-down cycle, controls, refrigerant charge and oil level. *
- Check motor operating voltage and amperage
- Check operation of crankcase heater
- Start unit and check operating and safety controls
- Check sight glass(es) for flashing / moisture and/or oil presence

BUYBOARD 558-18

Equipment Repair

Daikin Applied will perform all services during its regular working hours unless otherwise specified. Any services requested or agreed to by Customer that are outside the Scope of Work will be performed by Company at an additional cost. Company will invoice such services at a special service and repair billing rate at Company's published labor rate for the service area.

Emergency Service Response

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Service & Repair Proposal
Proposal #: Q-00035505
Adam Neveu



Emergency service is available on a 7-day, 24 hour basis. For scheduled service and repairs covered under this agreement and performed at the Customer's request outside of normal working hours, the Customer agrees to pay the difference between the prevailing standard billing rate and the prevailing overtime rate.

Standard Exclusions:



Pricing and Acceptance

Feel free to contact me if you have any questions or concerns regarding the information contained in this service and repair proposal. If you would like us to proceed with the solution presented above, sign the acceptance line below (including PO# if applicable) and return a copy so that we can begin to mobilize our efforts to complete services as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this and servicing your needs in the future.

Investment Amount and Billing Terms:

Investment required to implement the proposed solution

\$1,512.00 One Thousand, Five Hundred Twelve dollars and Zero cents

***Price does not include applicable sales tax**

Pricing and acceptance are based upon the Terms and Conditions which are attached.

Billing/Payment Terms*: Billed in full upon completion

*All billings are due immediately upon Receipt

This Agreement is subject to Customer’s acceptance of the attached Daikin Applied Terms and Conditions.

This proposal will be honored by Daikin Applied for 30 days from the date on the front of the proposal. After 30 days, Daikin Applied reserves the right to evaluate cost changes (both increases and decreases) from the proposal.

Lynne Dickinson
Dripping Springs Ranch Park

Site Address:
1042 Event Center Dr,
Dripping Springs, Texas
United States, 78620

Accepted by:

Approved by:

(Print Full Legal Name of Customer)

(Print Full Legal Name of Daikin Applied Representative)

(Signature)

(Signature)

(Title)

(Title)

Date:

Date:

Proposal #: Q-00035505

Note: This Agreement is subject to final approval by Daikin Applied.

Regulated by The Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711 1-800-803-9202



DAIKIN APPLIED AMERICAS INC.
TERMS & CONDITIONS

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 show 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 due 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. If such adjustment is not expressly set forth in the Maintenance Agreement, the customer shall receive forty-five (45) days prior written notice of such adjustment. Customer's payment of an invoice with an adjusted price shall be Customer's acceptance of the price adjustment so long as such invoice reflects the price adjustment expressly set forth in the Maintenance Agreement or set forth in the notice of adjustment.
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.
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 Services 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.



ATTACHMENT "B"

Care Maintenance Agreement



Daikin Care Maintenance Agreement Ranch Park | MA

1042 Event Center Dr,
Dripping Springs, Texas
United States, 78620

Proposal #: Q-00033521
License #: TACLA009356C
7/22/2019

Prepared for:
Leonard Jones
Maintenance Superintendent
Dripping Springs Ranch Park

Prepared by:
Adam Neveu
SSR III
San Antonio District
Mobile: +1 5122179945
Email: adam.neveu@daikinapplied.com



A Proven Partner

Our customers count on Daikin Applied to design and manufacture technologically advanced commercial HVAC systems that deliver the highest efficiency and solutions that extend the life their building systems.

Our Company

Daikin Applied is a wholly owned subsidiary of Daikin Industries, Ltd. the largest air conditioning manufacturer in the world. Product innovation is a hallmark at Daikin Applied. Customers rely on products like Magnitude® magnetic bearing chillers, Pathfinder® air cooled chillers, Rebel® rooftop units, SmartSource® water source heat pumps, and Modular Central Plants for exceptional efficiency, reliability, and sustainability.

Our Values

Quality and comfortable air is central to our lives – at work and at play. We strive to improve Indoor Environmental Air Quality in the buildings we serve. Quality people delivering quality products. From concept and design through production and delivery we are committed to making the products you receive a reliable component of your building system.

We continue to challenge ourselves to develop new technologies that minimize energy usages and maximize comfort. Across Daikin, we believe little efforts that individuals can make to protect the environment can add up to big things.

Locations

Daikin Applied has more than six million square feet of manufacturing facilities at 12 plants on three continents. We have locations with more than 5,000 dedicated employees around the world. All our manufacturing facilities in the United States are ISO 9001 certified. For more information, visit www.DaikinApplied.com.

The award-winning Daikin Applied Development Center, at our headquarters in Plymouth, Minnesota, is the world's most advanced facility for HVAC research and development. Every day our people work to develop HVAC technologies that reduce energy consumption and the carbon footprint of the buildings where they will be used.



Daikin Care Plan – Scope of Services

Thank you for selecting Daikin Applied service to care for your building's system. Our factory-trained service personnel have the knowledge and experience to deliver the best support available. Daikin Applied is pleased to offer the Daikin Care Plan proposal for your consideration.

Scope of Work

Daikin shall perform preventive maintenance of two (2) Daikin package units serving the Family Center.

Includes:

Quarterly maintenance on two (2) Maverick RTUs.

Check of Microtech controllers

Annual condenser coil washing

Annual blower belt replacement

Quarterly Filter replacement

Program Overview

The owner is requesting a preventive maintenance program which will provide routine inspection and maintenance of the covered equipment. Timely inspections can minimize or prevent unscheduled downtime by detecting deficiencies early. Scheduled factory recommended maintenance will ensure efficient operation and maximum equipment life. Repairs by trained technicians keep the equipment operating to specification.

Owner operator knowledge is a key component of any maintenance program. During equipment inspections, Daikin Applied recommends owner participation to help them learn proper equipment operation and early problem recognition that can minimize service outages and increase satisfaction.

Personnel

Daikin Applied will perform all services using factory-trained technicians who specialize in HVAC, refrigeration and electronic system maintenance and repair service.

Emergency Service Response

Emergency service is available on a 7-day, 24 hour basis. For scheduled service and repairs covered under this agreement and performed at the Customer's request outside of normal working hours, the Customer agrees to pay the difference between the prevailing standard billing rate and the prevailing overtime rate.



Equipment Repair

Daikin Applied will perform all services during its regular working hours unless otherwise specified. Any services requested or agreed to by Customer that are outside the Scope of Services will be performed by Daikin Applied at an additional cost. Daikin Applied will invoice such services at a special service and repair billing rate at Company's published labor rate for the service area.

Standard Inclusions:

The agreement includes travel to and from the site, preventative maintenance materials, and any trips to supply houses to procure materials. The customer will receive a written report for the inspection or services provided. For specific activities associated with the equipment covered under the agreement, reference the preventative maintenance activities section.



Standard Exclusions:

Equipment Schedule

| Equipment Type | Qty | Manufacturer/Model/Serial | Annual | Operational |
|---|-----|---|--------|-------------|
| Roof Top / Packaged or Split Systems (Unitary Equipment, Heating and cooling) | 2 | DAIKIN MPS040F FBOU130702190, DAIKIN MPS040F FBOU130702200 | 1 | 3 |

Equipment Programs and Emergency Coverage

| Equipment Type | Qty | Manufacturer/Model/Serial | Program | Emergency Coverage |
|---|-----|---|-----------------|--------------------|
| Roof Top / Packaged or Split Systems (Unitary Equipment, Heating and cooling) | 2 | DAIKIN MPS040F FBOU130702190, DAIKIN MPS040F FBOU130702200 | Inspection Plus | Reg |



Pricing and Acceptance

Feel free to contact me if you have any questions or concerns regarding the information contained in this Daikin Care Maintenance Agreement. If you would like us to proceed with the solution presented above, sign the acceptance line below (including PO# if applicable) and return a copy so that we can begin to mobilize our efforts to complete services as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this and servicing your needs in the future.

Emergency Coverage: Available 24 hours a day, 7 days a week, 365 days a year. Emergency Response is on a time and material basis.

Duration:

This agreement shall remain in effect for an initial term of 3 year(s) beginning on 9/1/2019 (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.

This proposal is valid for: 30 Days

Payment will be In Advance as follows: on the first day of each Quarter beginning on 9/1/2019 the (Effective Date) of this agreement, Daikin Applied will provide an invoice in the amount of \$768.00 and will be due upon receipt.

This Agreement is subject to Customer's acceptance of the attached Daikin Applied Terms and Conditions.



Investment Amount and Billing Terms:

Investment for Daikin Care Plan - Maintenance Agreement is:

Year 1 - \$3,072.00 Three Thousand, Seventy Two dollars and Zero cents

*Price does not include applicable sales tax

| Year | Amount |
|--------|--------------------------------|
| year 1 | \$3,072.00 (\$768/quarter) |
| year 2 | \$3,168.00 (\$792/ quarter) |
| year 3 | \$3,264.00 (\$816/ quarter) |

Pricing and acceptance are based upon the Terms and Conditions which are attached.

Leonard Jones
Dripping Springs Ranch Park

Site Address:
1042 Event Center Dr,
Dripping Springs, Texas, 78620
United States

Accepted by:

Approved by:

(Print Full Legal Name of Customer)

(Print Full Legal Name of Daikin Applied Representative)

(Signature)

(Signature)

(Title)

(Title)

Date:

Date:

Proposal #: Q-00033521

Note: This Agreement is subject to final approval by Daikin Applied.
Regulated by The Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711 1-800-803-9202



Inspection Agreement

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.



Activities Section & Tasking List

Presented below are the tasks to be performed by type of equipment covered in the equipment schedule. **Note:** asterisk * indicates the specific task will be performed only if applicable to the specific piece of equipment.

Roof Top / Packaged or Split Systems (Unitary Equipment, Heating and cooling)

Manufacturer/Model/Serial:

DAIKIN |MPS040F|FBOU130702190,

DAIKIN |MPS040F|FBOU130702200

Operational Inspection:

- Check in with facility maintenance manager to discuss any operating issues or deficiencies.
- Check unit for proper operation, interlocks, controls, and excessive noise or vibration.
- Visually inspect condition of starter contacts and overloads for wear, pitting, and any signs of overheating.
- Replace 2" pleated air filters
- Inspect evaporator drain pan and condensate trap for cleanliness. *
- Inspect condition of motor, fan wheel, blowers and blower pulleys. * (bent blades, debris, proper rotation and airflow)
- Check belts for condition, proper tension, and alignment. Adjust tension if required. Replace if part of the service agreement. *
- Inspect, clean and/or lubricate all mechanical moving components, bearings, and couplings as needed.
- Inspect chilled water piping and valves for leakage; check condition of unit and pipe insulation.
- Visually inspect coils for damage, obstructions, and cleanliness.
- Check compressor operation. Check oil level in compressor. *
- Check operation of crankcase heater. *
- Check operation of low ambient control devices. *
- Review all microprocessor diagnostic codes. *
- Start unit and check operating and safety controls.
- Check superheat and sub-cooling and adjust.
- Check sight glass(es) for flashing / moisture and/or oil presence. *
- Complete operating log of temperatures, pressures, voltages, amperages, and review all readings.



Pre-Cooling (Spring)- Annual/Seasonal Inspection:

- Check in with facility maintenance manager to discuss any operating issues or deficiencies.
- Check unit for proper operation, interlocks, controls, and excessive noise or vibration.
- Tighten all starter, motor, and control connections.
- Visually inspect condition of starter contacts and overloads for wear, pitting, and any signs of overheating.
- Meg compressor motor and record readings.
- Replace 2" pleated air filters
- Visually inspect coils for damage, obstructions, and cleanliness.
- Inspect water piping and valves for leakage; check condition of unit and pipe insulation.
- Clean evaporator drain pan and condensate trap. *
- Check belts for condition, proper tension, and alignment. Adjust tension if required. Replace annually
- Inspect condition of motor, fan wheel, blowers and blower pulleys. * (bent blades, debris, proper rotation and airflow)
- Check and Lubricate motor and fan bearings, screws, and motor mounts.
- Check vibration isolation pads and springs. *
- Check unit controls, thermostat, economizer, valves, dampers, louvers, linkage, and shutters. Lubricate all pivot points. *
- Check operation of refrigerant cycle, reversing valve, pump-down cycle, controls, refrigerant charge and oil level. *
- Complete operating log of temperatures, pressures, voltages, amperages, and review all readings.
- Check motor operating voltage and amperages.
- Check compressor operation.
- Check operation of crankcase heater. *
- Check operation of low ambient control devices. *
- Check operation of unit control module. *
- Review all microprocessor diagnostic codes. *
- Start unit and check operating and safety controls.
- Check superheat and sub-cooling and adjust.
- Check sight glass(es) for flashing / moisture and/or oil presence. *
- Review services performed and report any uncorrected deficiencies to facility maintenance manager.
- Clean coils.



DAIKIN APPLIED AMERICAS INC.
TERMS & CONDITIONS

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 show 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 due 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. If such adjustment is not expressly set forth in the Maintenance Agreement, the customer shall receive forty-five (45) days prior written notice of such adjustment. Customer's payment of an invoice with an adjusted price shall be Customer's acceptance of the price adjustment so long as such invoice reflects the price adjustment expressly set forth in the Maintenance Agreement or set forth in the notice of adjustment.
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.
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 Services 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.

Daikin Applied

Date: _____

Order _____

Amount: _____

G.O.No: _____

Field _____

Office: _____

Salesman: _____

Daikin Applied Service Credit Application

Must Be Filled Out For All New Customers

Email to: LeAnn.Gonzalez@Daikinapplied.com

Purchasing Customer:

Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Person To Contact _____

Tax ID # _____ (If tax exempt, copy of exempt cert. required)

D&B # _____

Purchase Orders Made Out To Daikin Applied Required With Each Order

Interested in discount? Yes No

CURRENT FINANCIAL STATEMENT REQUIRED

Bank Name: _____ City: _____ State: _____ Zip _____

Account No: _____ Person to Contact _____

BONDING INFORMATION

Bonding Agent: _____ City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

PRINCIPAL SUPPLIERS

Name: _____ Contact: _____

Address: _____ City: _____ State: _____ Zip _____

Phone: _____ Fax: _____

Name: _____ Contact: _____

Address: _____ City: _____ State: _____ Zip _____

Phone: _____ Fax: _____

Name: _____ Contact: _____

Address: _____ City: _____ State: _____ Zip _____

Phone: _____ Fax: _____

Name: _____ Contact: _____

Address: _____ City: _____ State: _____ Zip _____

Phone: _____ Fax: _____

If "Sold To" is a management company as agents for owner, also attach credit application for owner.

EMAIL TO : LEANN.GONZALEZ@DAIKINAPPLIED.COM