

K22-1333

CONTRACT
BY AND BETWEEN
THE CITY OF NEW ORLEANS
AND
DAIKIN APPLIED AMERICAS, INC.
BID PROPOSAL NO.: 22-1079
TRANE UNIT REPAIRS IN NOPD SOD

THIS CONTRACT (the “Contract”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “City”), and Daikin Applied Americas, Inc., represented by Richard Burvant/ District Manager (the “CONTRACTOR”). The Agreement is effective as of the date of execution by the City October 5, 2022 (the “Effective Date”).

RECITALS

WHEREAS, on September 26, 2022 the City issued an Informal Quote No. 22-1079 and seeking a contractor to repair a Trane HVAC unit in NOPD SOD (the “IQ”);

WHEREAS, the Contractor submitted the lowest responsive bid in response to the IQ; and

WHEREAS, the City desires to award the Contract to the Contractor.

NOW THEREFORE, the City grants and confirms to the Contractor the contract to repair a Trane HVAC unit in NOPD SOD under the IQ, and the City and the Contractor, for good and valuable consideration, agree as follows:

ARTICLE I - THE CONTRACTOR’S OBLIGATIONS

The Contractor will perform all obligations of the Contractor and be subject to all terms and conditions set forth, in this Contract and in the following documents that are incorporated fully into this Contract: the IQ and the Contractor’s Bid dated September 12, 2022 (the “Bid”).

ARTICLE II - THE CITY’S OBLIGATIONS

The City will pay the Contractor at the rates set forth in the Contractor’s Bid for the satisfactory performance of this Contract and will perform all obligations of the City, and be subject to all terms and conditions set forth, in this Contract and any incorporated documents.

ARTICLE III - PRICE

The Parties reaffirm the Contractor’s price of \$36,219.99 provided in their response to the IQ.

ARTICLE IV - ADDITIONAL PROVISIONS

A. Convicted Felon Statement. The Contractor complies with City Code § 2-8(c) and no principal, member, or officer of the Contractor has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

B. Non-Solicitation Statement. The Contractor has not employed or retained any

company or person, other than a bona fide employee working solely for it, to solicit or secure this Contract. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Contract.

C. **Non-Waiver.** The failure of either party to insist upon strict compliance with any provision of this Contract, to enforce any right or to seek any remedy upon discovery of any default or breach of the other party at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect or constitute a waiver of either party's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior contemporaneous or subsequent default or breach.

D. **City Terms and Conditions.** The Contractor agrees to comply with the City Terms and Conditions included as Exhibit "A" and incorporated into this Contract.

E. **Special Conditions for FEMA Compliance.** The "Special Conditions for FEMA Compliance," attached as Exhibit "B" to this Agreement, are expressly incorporated into the Agreement and effectively immediately if the City has indicated it will or may seek reimbursement from the FEMA program in the procurement documents or upon the City's notice to the Contractor that the City intends to seek reimbursement from the FEMA Program in connection with the work to be performed under this Agreement.

F. **Electronic Signature and Delivery.** The Parties agree that a manually signed copy of this Contract and any other document(s) attached to this Contract delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Contract. No legally binding obligation shall be created with respect to a Party until such Party has delivered or caused to be delivered a manually signed copy of this Contract.

G. **Entire Agreement.** This Contract, including all incorporated documents, constitutes the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Contract and are without effect to vary or alter any terms or conditions of this Contract.

[SIGNATURES CONTAINED ON NEXT PAGE]

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the City and the Contractor, through their duly authorized representatives, execute this Contract.

CITY OF NEW ORLEANS

BY: _____

LATOYA CANTRELL, MAYOR

for

Executed on this 3rd of February, 2023

FORM AND LEGALITY APPROVED:

Law Department

By: _____

Printed Name: Tracy Tyle

DAIKIN APPLIED AMERICAS, INC

BY: _____

RICHARD BURVANT, DISTRICT MANAGER

FEDERAL TAX I.D.

EXHIBIT A AND B CONTINUED ON NEXT PAGES