

# Repair Work Order



## Doral City Hall

October 01, 2019

Purchaser: Doral City Hall  
Address: 8401 NW 53rd Ter  
Miami, FL 33166-4534

Location: Doral City Hall  
Address: 8401 NW 53rd Ter  
Miami, FL 33166-4534

Purchaser authorizes thyssenkrupp Elevator Corporation (referred to as "thyssenkrupp Elevator" hereafter) to perform the following work on the equipment and at the location described above, in exchange for the sum of Forty Two Thousand Six Hundred Seventy Seven Dollars (\$42,677.00) inclusive of all applicable sales and use taxes pursuant to the terms and conditions contained in this Work Order (the "Work Order").

## Summary:

Elevator	Description	Repair category
1	Travelling Cable	Operational
1	In Car Security System	Safety
3	In Car Security System	Safety
2	Travelling Cable	Operational
2	In Car Security System	Safety

Recommended by Service Technician: Hamblen, Thomas

In the event you have any questions regarding the content of this Proposal please contact me at +1 786 4952630  
We appreciate your consideration.

Regards,

Samuel Rodriguez  
thyssenkrupp Elevator Corporation  
7481 NW 66th St  
Miami FL 33166  
samuel.rodriguez@thyssenkrupp.com | +1 786 4952630

### Notice:

No permits or inspections by others are included in this work, unless otherwise indicated herein.  
Delivery and shipping is included. All work is to be performed during regular working days and hours as defined in this Work Order unless otherwise indicated herein.

# Repair Work Order



## Scope of Work

RE: DORAL HALL  
Elevators 1, 2, and 3. [ US455024, US455025, US455026 ]

thyssenkrupp Elevator Corporation (referred to as "thyssenkrupp Elevator" hereafter) has been solicited to perform the following work to add security to the elevators referenced above.

### Process:

- Notify the building personnel and put "Out of Service" tags at each landing per OSHA standards.
- Turn disconnect to the Off position and perform "Lock-Out/Tag-Out" procedures.
- Add travel cable to two elevators (Elevator 1 and 2) from Car Operating Panel to J-Box in hoistway.
- Run pipe in hoistway from J-Box to 3rd floor. Install J-Box and drill through concrete wall, then run wires through ceiling into IT room.
- Assist in installing new FOB readers and wire into elevator push button on Elevator 1 and 2.
- Assist in running wires into ceiling for all three elevators for camera.
- Install FOB reader and connect to COP for security Elevator 3.

(End Scope of Work)



# Repair Work Order



## Terms and Conditions

thyssenkrupp Elevator does not assume any responsibility for any part of the vertical transportation equipment other than the specific components that are described in this Work Order and then only to the extent thyssenkrupp Elevator has performed the work described above.

No work, service, examination or liability on the part of thyssenkrupp Elevator is intended, implied or included other than the work specifically described above. It is agreed that thyssenkrupp Elevator does not assume possession or control of any part of the vertical transportation equipment and that such remains Purchaser's exclusively as the owner, lessor, lessee, possessor, or manager thereof.

Unless otherwise stated herein, thyssenkrupp Elevator's performance of this Work Order is expressly contingent upon Purchaser securing permission or priority as required by all applicable governmental agencies and paying for any and all applicable permits or other similar documents.

It is agreed that thyssenkrupp Elevator's personnel shall be given a safe place in which to work. thyssenkrupp Elevator reserves the right to discontinue its work in the location above whenever, in its sole opinion, thyssenkrupp Elevator believes that any aspect of the location is in any way unsafe until such time as Purchaser has demonstrated, at its sole expense, that it has appropriately remedied the unsafe condition to thyssenkrupp Elevator's satisfaction. Unless otherwise agreed, it is understood that the work described above will be performed during regular working days and hours which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled union holidays). If overtime is mutually agreed upon, an additional charge at thyssenkrupp Elevator's usual rates for such work shall be added to the price of this Work Order.

In consideration of thyssenkrupp Elevator performing the work described above Purchaser, to the fullest extent permitted by law, expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit thyssenkrupp Elevator, its employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings made or brought against thyssenkrupp Elevator, its employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death that are alleged to have been caused by Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the vertical transportation equipment that is the subject of this Work Order, or the associated areas surrounding such equipment. Purchaser's duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death is determined to be caused by or resulting from the negligence of thyssenkrupp Elevator and/or its employees. Purchaser recognizes, however, that its obligation to defend thyssenkrupp Elevator and its employees, officers, agents, affiliates and subsidiaries under this clause is broader and distinct from its duty to indemnify and specifically includes payment of all attorney's fees, court costs, interest and any other expenses of litigation arising out of such claims or lawsuits.

~~Purchaser expressly agrees to name thyssenkrupp Elevator along with its officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure thyssenkrupp Elevator, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or losses arising from the negligence or legal responsibility of thyssenkrupp Elevator and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives the right of subrogation.~~

A handwritten signature in black ink, appearing to be "DB", written over the crossed-out text.

thyssenkrupp Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor, troubles, strikes, lockouts, fire, explosions, theft, riot, civil commotion, war, malicious mischief, acts of God, or any cause beyond its control. thyssenkrupp Elevator Corporation shall automatically receive an extension of time commensurate with any delay regarding the work called for in this Work Order.

Should loss of or damage to thyssenkrupp Elevator's material, tools or work occur at the location that is the subject of this Work Order, Purchaser shall compensate thyssenkrupp Elevator therefor, unless such loss or damage results solely from thyssenkrupp Elevator's own acts or omissions.

If any drawings, illustrations or descriptive matter are furnished with this Work Order, they are approximate and are submitted only to show the general style and arrangement of equipment being offered. Work Order.

Purchaser shall bear all cost(s) for any reinspection of thyssenkrupp Elevator's work due to items outside the scope of this Work Order or for any inspection arising from the work of other trades requiring the assistance of thyssenkrupp Elevator.

Purchaser expressly agrees to waive any and all claims for consequential, special or indirect damages arising out of the performance of this Work Order and specifically releases thyssenkrupp Elevator from any and all such claims.

A service charge of 1.5% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. In the event of any default of any of the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, any attorney fees, court costs and all other expenses, fees and costs incurred by thyssenkrupp Elevator in connection with the collection of that defaulted amount.

Purchaser agrees that this Work Order shall be construed and enforced in accordance with the laws of the state where the vertical transportation equipment that is the subject of this Work Order is located and consents to jurisdiction of the courts, both state and Federal, of that as to all matters and disputes arising out of this Work Order. Purchaser further agrees to waive trial by jury for all such matters and disputes.

The rights of thyssenkrupp Elevator under this Work Order shall be cumulative and the failure on the part of the thyssenkrupp Elevator to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by thyssenkrupp Elevator in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Work Order.

In the event any portion of this Work Order is deemed invalid or unenforceable by a court of law, such finding shall not affect the validity or enforceability of any other portion of this Work Order.

This Work Order shall be considered as having been drafted jointly by Purchaser and thyssenkrupp Elevator and shall not be construed or interpreted against either Purchaser or thyssenkrupp Elevator by reason of either Purchaser or thyssenkrupp Elevator's role in drafting same.

In the event Purchaser's acceptance of the work called for in this Work Order is in the form of a purchase order or other kind of document, the provisions, terms and conditions of this Work Order shall exclusively govern the relationship between thyssenkrupp Elevator and Purchaser with respect to the work described herein.

# Repair Work Order





## Acceptance

This Work Order is submitted for acceptance within 30 days from the date executed by thyssenkrupp Elevator. Unless otherwise stated, the Purchaser agrees to pay as follows: 50% upon signed acceptance of this Work Order and \$21,338.50 upon completion of the work described in this Work Order.

Purchaser's acceptance of this Work Order will constitute exclusively and entirely the agreement for the work herein described. All prior representations or agreements regarding this work, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this Work Order will be recognized unless made in writing and properly executed by both parties. No agent or employee of thyssenkrupp Elevator shall have the authority to waive or modify any of the terms of this Work Order without the written approval of an authorized thyssenkrupp Elevator manager.

This Work Order specifically contemplates work outside the scope of any other contract currently in effect between the parties; any such contract shall be unaffected by this Work Order.

To indicate acceptance of this work order, please sign and return one (1) original of this agreement to the address shown below. Upon receipt of your written authorization and required materials and/or supplies, we shall implement the work called for in this Work Order.

Doral City Hall (Purchaser):	thyssenkrupp Elevator Corporation Management Approval
By: 	By: 
(Signature of Authorized Individual)	(Signature of Branch Representative)
Alvarez P. Chidress	Lucas Moraes
(Print or Type Name)	Branch Manager
City Manager	
(Print or Type Title)	
Oct 29, 2019	11/01/19
(Date of Acceptance)	(Date of Execution)

Please contact \_\_\_\_\_ to schedule work at the following phone number \_\_\_\_\_





**SCHEDULING AND PRODUCTION  
REQUEST FOR PAYMENT**

Please Remit To: thyssenkrupp Elevator Corporation  
PO Box 3796  
Carol Stream, IL 60132-3796

Attn: Luis Sanchez  
Doral City Hall  
8401 NW 53rd Ter  
Miami FL, 33166-4534

Date	Terms	Reference ID	Customer Reference # / PO
October 01, 2019	Immediate	ACIA-1K02N19	
Total Contract Price:			\$42,677.00
Down Payment:			(50%) \$21,338.50

For inquiries regarding your contract or services provided by thyssenkrupp Elevator, please contact your local account manager at +1 786 4952630. To make a payment by phone, please call 678-424-5635 with the reference information provided below.

Current and former service customers can now pay online at:  
<https://secure.billtrust.com/thyssenkruppelevator/ig/one-time-payment>

Thank you for choosing thyssenkrupp Elevator. We appreciate your business.

Please detach the below section and provide along with payment.

Customer Name:	Doral City Hall	Remit To:
Location Name:	Doral City Hall	thyssenkrupp Elevator Corporation
Customer Number:	110894	PO Box 3796
Quote Number:	2019-2-692844	Carol Stream, IL 60132-3796
Reference ID:	ACIA-1K02N19	
Remittance Amount:	\$21,338	

**RESOLUTION No. 19-238**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, PURSUANT TO SECTION 2-322 OF THE CITY'S CODE OF ORDINANCES, AUTHORIZING THE CITY MANAGER TO ADOPT THE EXISTING US GENERAL SERVICE ADMINISTRATION (GSA), CONTRACT NO. #GS-07F-0205K, WHICH WAS COMPETITIVELY ENTERED INTO IN A MANNER SIMILAR TO THAT SET FORTH IN CHAPTER 2, ARTICLE V OF THE CITY'S CODE, AND TO ENTER INTO AN AGREEMENT WITH KRATOS PUBLIC SAFETY AND SECURITY SOLUTIONS, INC. FOR THE PROVISION OF ACCESS CONTROL SYSTEMS IN AN AMOUNT NOT TO EXCEED \$9,893.71; AND TO NEGOTIATE AND TO ENTER INTO A CONTRACT AGREEMENT WITH THYSSENKRUPP ELEVATORS FOR THE INSTALLATION OF NEW ACCESS CARD CONTROLS ON THE DORAL GOVERNMENT CENTER PUBLIC ELEVATORS IN AN AMOUNT NOT TO EXCEED \$42,677.00; AUTHORIZING THE CITY MANAGER TO TRANSFER \$52,571.00 FROM THE GENERAL GOVERNMENT CONTINGENT RESERVE ACCOUNT No. 001.50005.500492 TO THE PUBLIC WORKS DEPARTMENT CONSTRUCTION IN PROGRESS ACCOUNT No. 001.80005.500650; AUTHORIZING THE CITY MANAGER TO ADOPT THE EXISTING FLORIDA STATE CONTRACT AND TO EXPEND BUDGETED FUNDS IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, as the City continues to grow, there is a need to adapt and to provide more security measurements to ensure the wellbeing of all visitors and City Staff at Government Center; and

**WHEREAS**, the elevators are always accessible to the public allowing access to the second-floor and the third-floor areas throughout the day without any restriction; and

**WHEREAS**, the proposed project scope of work is to install access card readers at each elevator to provide limited access to non-business hours visitors, as per the set schedule; and

**WHEREAS**, Securitas will provide and install a control panel that integrates with Software House (existing software management) and ThyssenKrupp will pull all travel cables to accommodate independent triggers for each floor call button and will also install conductors for each reader on each elevator cab; and

**WHEREAS**, ThyssenKrupp is the sole authorized equipment manufacturer, representative, and distributor for the original equipment manufacturer (OEM) parts, proprietary software and hardware for all ThyssenKrupp equipment installed; and

**WHEREAS**, pursuant to Section 2-322 of the City Code, staff respectfully recommends to adopt the US General Service Administration (GSA), Contract No. #GS-07F-0205K, and enter into agreements with Securitas for the provision of Access Control Systems in an amount not to exceed \$9,893.71; and

**WHEREAS**, in addition, Public Works Department (PWD) respectfully requests the waiving of the competitive bid process, pursuant to section 2-321 of the City of Doral Code of Ordinances, and respectfully requests authorization from the Mayor and City Council members for the City Manager to negotiate and enter into a contract agreement with ThyssenKrupp Elevators for installation of travel cables to accommodate independent triggers for each floor call button and will also install conductors for each reader on each elevator cab. ThyssenKrupp provided an estimate for a total amount of \$42,677.00; and

**WHEREAS**, funds for these services are available in the current fiscal year in the General Government Fund Account Number 001.50005.500492 – Contingent Reserve; and

**WHEREAS**, the PWD respectfully requests that the Mayor and the City Council Members approve the transfer of \$52,571.00 from the General Government Fund Account Number 001.50005.500492 – Contingent Reserve, to the Public Works Department Account Number 001.80005.500650 – Construction in Progress.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are confirmed, adopted, and incorporated herein and made part hereof by this reference.

**Section 2. Authorization.** The Mayor and the City Council of the City of Doral hereby authorizes the City Manager to negotiate and enter into an agreement with Securitas for the provision of Access Control Systems in an amount not to exceed \$9,893.71, and to negotiate and to enter into a contract agreement with ThyssenKrupp Elevators for installation of travel cables to accommodate independent triggers for each floor call button and for the installation of conductors for each reader on each elevator cab in an amount not to exceed \$42,677.00. The Mayor and the City Council of the City of Doral also authorizes the transfer of \$52,571.00 from the General Government “Contingent Reserve” Account, Account No. 001.50005.500492, to the Public Works Department “Construction in Progress” Account, Account No. 001.80005.500650

**Section 3. Implementation.** The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and the provisions of this Resolution.



**Section 4. Effective Date.** This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Vice Mayor Mariaca who moved its adoption. The motion was seconded by Councilmember Cabral and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Claudia Mariaca	Yes
Councilwoman Digna Cabral	Yes
Councilman Pete Cabrera	Absent/Excused
Councilwoman Christi Fraga	No

PASSED AND ADOPTED this 11 day of September, 2019.

  
\_\_\_\_\_  
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:

  
\_\_\_\_\_  
CONNIE DIAZ, MMC  
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:

  
\_\_\_\_\_  
LUIS FIGUEREDO, ESQ.  
CITY ATTORNEY