

Repair Work Order



Coral Gables Garage 2

December 20, 2020

Purchaser: City of Coral Gables
Address: PO Box 141549
Coral Gables, FL 33114-1549

Location: Coral Gables Garage 2
Address: 220 Aragon Ave
Coral Gables, FL 33134-5009

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 **Two Hundred Sixty Nine Thousand Nine Hundred Eighty Three Dollars (\$269,983)** 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	Interlocks	Proactive
1	Door Hangers	Operational
1	Car Top Rust Remediation	Rust
1	Econolight	Energy Savings
1	Stainles Steel Cladding	Aesthetic
1	Car Operating Panel	Operational
1	Hall Position Indicator	Aesthetic
1	Waterproofing	Operational
1	Flooring	Operational
2	Interlocks	Proactive
2	Door Hangers	Operational
2	Car Top Rust Remediation	Rust
2	Econolight	Energy Savings
2	Stainles Steel Cladding	Aesthetic
2	Car Operating Panel	Operational
2	Hall Position Indicator	Aesthetic
2	Waterproofing	Operational
2	Flooring	Operational

For further information, please see a detailed Scope of Work on the pages that follow.
Recommended by Service Technician: Anzola, Martin

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In the event you have any questions regarding the content of this Work Order please contact me at +1 786 4491578 .

We appreciate your consideration.

Regards,

Brandon Uria
thyssenkrupp Elevator Corporation
7481 NW 66th St
Miami FL 33166
brandon.uria@thyssenkrupp.com |+1 786 4491578

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.

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Scope of Work

Purchaser authorizes thyssenkrupp Elevator to provide the necessary labor and material to perform the following repair work at the above referenced location's elevators.

Car Operating Panel (COP) Installation

thyssenkrupp Elevator will provide the necessary labor and materials to install one (1) new Car Operating Panel on each elevator at the above building, Elevator 1 and Elevator 2.

Scope of work:

- Notify the building personal, properly shut-down each elevator individually, and put "Out of Service" Tags
- Remove Car Operating Panels
- Install Main Return COP Assemblies
- Disassemble and remove materials, tools and supplies and provide general clean-up
- Test elevators and restore to normal operating condition

Car Operating Panel is to include the following features:

- Code Compliant Fire Service
- Emergency Light to Include LED board, Lens, Battery and Charger
- Locked Service Cabinet housing keyed switches for the following functions: Fan, Light, Run/Stop, Inspection, Independent Service, Emergency Light Test
- RATH Smart Phone V Hands Free Emergency Phone
- Vandal Resistant buttons for Alarm, Door Open, Door Close, and Help, all with Surround Braille Tactile
- All required engraving to include Car Number, Installation Number, Capacity, and remote license location
- Multi-tone Board for all required buzzers and chime

Vandal Resistant Hall Call Fixture

thyssenkrupp Elevator will provide the necessary labor and material to remove the existing hall stations and install nine (9) new vandal resistat hall stations.

Vandal Resistant Hall Position Indicator

thyssenkrupp Elevator will provide the necessary labor and material to remove the existing hall position indicator and install two (2) new vandal resistant position indicators.

Vandal Resistant Car Riding Lanterns

thyssenkrupp Elevator will provide the necessary labor and material to remove the existing car riding lanterns and install four (4) new vandal resistant car riding lanterns.

Door Equipment Upgrade

Tracks

thyssenkrupp Elevator shall install twenty (20) new hoist way and cab door tracks on each floor.

Hangers

thyssenkrupp Elevator shall install forty (40) new door hangers on each track for smooth operation of the door equipment.

Door Rollers (Hoist way and Cabin Doors)

thyssenkrupp Elevator will provide and install forty (40) new car door rollers at the above referenced location.

Door Gibb Replacement

As needed, thyssenkrupp Elevator will replace the damaged door gibbs and install new gibbs to secure the hoistway doors per elevator code requirements.

Pick Up Roller

thyssenkrupp Elevator will provide and install forty (40) new pickup rollers at the above referenced location.

Door Interlock

thyssenkrupp Elevator will provide and install eighteen (18) interlocks at the above referenced location.

Door interlocks are elevator device that prevents the door from being opened unless the car is present and completes an electrical circuit. They also ensure that the inner and outer doors are closed before the elevator can move. By law, door interlocks must have at least two levels of redundancy (there is normally more than one set of electrical contacts in the interlock), so that a single electrical short circuit cannot result in the interlock being defeated and the hoist machine being allowed to start with the doors open.

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Econolight

thyssenkrupp Elevator will install two (2) new Econolight's at the above referenced location.

Econolight is a lighting control device, designed to conserve energy. This device turns off the cab lights when the elevator has been idle for a designated period of time and other parameters are met. Econolight may also be attached to the cab fan to conserve additional energy by shutting off when the elevator is not in use.

Econolight eliminates approximately 60% of wasted energy of an idle elevator. With Econolight, energy use can go from 24-hours a day to as little as 9.5 hours a day. Thus would reduce CO2 emissions by 193,000 tons per year.

Features and Benefits:

- Conserves Energy
- Increases the value of the elevator and building
- Bulbs last longer, reducing the maintenance cost
- Energy savings pay for the device in five years or less

Rust Remediation

thyssenkrupp Elevator will furnish the necessary labor and materials to perform a complete rust remediation on the elevator pits at the above referenced location. The repair order is designed to inhibit the spread of rust and extend the useful life of your existing elevator equipment. This work order also ensures your elevator pit equipment remains code compliant.

The scope of your work will include:

- ThyssenKrupp Elevator will provide a team to remove normal debris from the elevator pit and dispose of it properly.
- Apply rust removal chemical on all exposed metal work in pit including, Pit Channels, Compression Buffers, Guide Rails, Pit Ladder and any other affected areas.
- Apply degreasing agent and prepare metal work for rust inhibitor.
- Treat Pit Channels, Compression Buffers, Guide Rails, Pit Ladder, and any other affected areas with rust inhibitor
- Paint with a direct-to-metal paint to restore equipment and prevent further damage and prolong the life of the elevator equipment
- All work will be performed in accordance with ANSI A17.1

Any additional items which are damaged by rust will be billed separately.

Cabin Interior

Summary

thyssenkrupp Elevator shall furnish and install two (2) ceilings and re-clad two (2) cab doors at the above referenced location.

Flooring-Vinyl:

Furnish and install Amtico Signature Collection commercial-grade luxury vinyl tile, standard format.

CEILING / LIGHTING

FURNISH AND INSTALL WOOD-CORE DIMMABLE LEDDOWNLIGHT CEILING AS SPECIFIED:

CAPACITY: 2,500LB

LIGHTING: MAN-D-TEC SOLOBEAM, TYP~#

LIGHTS: 6, TYP~

TRIM: BLACK, TYP~

COLOR TEMP: WARM WHITE (APPROX 2,871K), TYP

EMERGENCY: NO

FACE CLADDING: #4 S/ST, TYP

EDGING: BLACK, TYP

GRIDLINES: 1/4" BLACK, PER ESCAPE HATCH LOCATION, TYP

CEILING PERIMETER REVEAL: 2", TYP

CANOPY TO FACE: 6", TYP

FRONT

FURNISH AND INSTALL #4 FINISH 304 SERIES STAINLESS STEEL CLADDING ON CAB DOOR.

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Elevator Pit Waterproofing

TGOil, contractor to thyssenkrupp Elevator, will inject, patch, and seal to the best of their ability the water intrusion coming from all sides of the elevator pit which include: the walls, jack head, floor, and sump pump. Upon completion of the injection, patching, and sealing of the elevator, TG Oil shall paint the elevator pit with a waterproofing paint to prevent further water intrusion. The following repair is warranted for five (5) years upon completion of the repair work.

Payment Terms

50% of the price set forth in this Work Order will be due and payable as an initial progress payment within 10 days from thyssenkrupp Elevator's receipt of a fully executed copy of this Work Order. This initial progress payment will be applied to any applicable project management, permits, engineering, drawings and material procurement. Material will be ordered once this payment is received and the parties have both executed this Work Order.

The remaining 50% of the price set forth in this Work Order and any fully executed change orders shall be due and payable at the time thyssenkrupp Elevator commences the work described in the Work Order. thyssenkrupp Elevator's receipt of this final payment is a condition precedent to thyssenkrupp Elevator's return of the equipment described in this Work Order to the full operation and use and Purchaser agrees to waive any and all claims to such operation and use until such time as that payment is made in full.

Purchaser agrees that thyssenkrupp Elevator shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the affected elevator(s) until such time as thyssenkrupp Elevator has been paid 100% both of the price reflected in this Work Order and for any other work performed by thyssenkrupp Elevator or its subcontractors in furtherance of this Work Order. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full.

Work order price:		\$269,983
Initial progress payment:	(50%)	\$134,992
Total due upon completion:	(50%)	\$134,992

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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.

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.

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Acceptance



This Work Order is submitted for acceptance within 30 days from the date executed by thyssenkrupp Elevator.

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 branch 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.

City of Coral Gables (Purchaser): thyssenkrupp Elevator Corporation Management Approval

 By: 	By:
(Signature of Authorized Individual) Ralph Rodriguez	(Signature of Branch Representative)
RALPH RODRIGUEZ	Lucas Moraes
(Print or Type Name)	
CHIEF, FACILITIES OPS	Branch Manager
(Print or Type Title)	
01/11/2021	
(Date of Acceptance)	(Date of Execution)

Please contact _____ to schedule work at the following phone number _____