



May 20, 2019

City of Doral
City manager
8401 NW 53rd Terrace
Doral FL 33166

Project: Purchase and Installation of Modular Wall System

KI has reviewed the contract paperwork submitted for the above reference project. Please note the exceptions/modification to this subcontract that KI has made. If agreed upon, please execute the modified agreement.

Page 1, Krueger international, Inc. (KI) is a Wisconsin Corporation, Not a Florida Corporation. Please make this change.

Page 5, Paragraph 12 – Indemnification,

Please note the modifications needed to the language: KI has limited it's liability to the extent of our actions and city does not control defense of a claim we must indemnify them for, KI will hire defense if they tender a claim to our insurer or KI.


Exhibit B – Insurance requirement will follow the State of Florida 425-001-12-1 contract.

Please indicate acceptance by executing this agreement and returning at your earliest convenience.

Thank you

Krueger International, Inc.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND
KRUEGER INTERNATIONAL (KI)
FOR
PURCHASE AND INSTALLATION OF THE MODULAR WALL SYSTEM**

~~Wisconsin~~ ~~Florida~~ **THIS AGREEMENT** is made between Krueger International (KI), an active, for-profit Corporation, (hereinafter the “Provider”), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the “City”). 

RECITALS

WHEREAS, the Provider and the City, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for purchase, fabrication, delivery and installation of the Modular Wall system proposed for the City Attorney’s new office space (the “Project”); and

WHEREAS, during the April 10, 2019 Council Meeting, the City Council of the City of Doral approved Resolution # 19-106 approving the award the adoption of the existing agreement between the Florida State – Department of Management Services, Contract No. 425-001-12-1, and ~~KI~~ for the Project.

~~KI~~ **Krueger International (KI)** 

AGREEMENT

NOW, THEREFORE, in consideration of the aforementioned recitals, which are incorporated herein and made a part hereof by this reference, the mutual covenants and conditions contained herein, and other good and valuable consideration, the sufficiency of which is acknowledged by the Parties, Provider and the City agree as follows.

1. **Scope of Services/Deliverables.**
 - 1.1 The Provider shall furnish professional services to the City as set forth in the Bid Submittal under Scope of Services found in Exhibit “A”, which is attached to this Agreement and incorporated herein and made part hereof by this reference.
 - 1.2 The “Scope of Services” includes a Schedule for the Service which includes a breakdown of tasks, timeline and deliverables to the City.
 - 1.3 Provider may provide additional services to the City as determined by the City Manager or his/her designee and that are mutually agreeable by both parties.

2. **Term/Commencement Date.**

- 2.1 This Agreement shall become effective upon execution by both parties and will remain in effect until deliverables are received, unless earlier terminated in accordance with Paragraph 8.
- 2.2 Provider agrees that time is of the essence and Provider shall complete each deliverable for the Service within the timeframes set forth in the Schedule, unless extended by the City Manager.

3. **Compensation and Payment.**

- 3.1 As compensation for the Work, the City agrees to pay the Provider a fee in the amount of THIRTY THOUSAND FIVE HUNDRED SIXTY-TWO DOLLARS AND EIGHTY-SIX CENTS (\$30,562.86), in accordance with the Provider's Proposal attached under **Exhibit "A"** (the "Fee"). The Fee shall be paid as a lump sum payment within thirty days of final completion of the work and a corresponding invoice from the Provider. Final completion of the work shall be defined as receipt of all final versions of the deliverables by the City.
- 3.2 Consultant is to provide the City with an invoice upon completion of tasks.
- 3.4 The City shall pay Consultant in accordance with the Florida Prompt Payment Act.
- 3.5 If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay to the Consultant the undisputed portion of the invoice. Upon written request of the Finance Director, the Consultant shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.

4. **Sub-Providers.**

- 4.1 The Provider shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Service.
- 4.2 Any subcontractors used on the Service must have the prior written approval of the City Manager or his designee.

5. **City's Responsibilities.**

- 5.1 Furnish to Provider, at the Provider's written request, all available data pertinent to the services to be provided by Provider, in possession of the City.
- 5.2 Arrange for access to and make all provisions for Provider to enter upon real property as required for Provider to perform services as may be requested in writing by the Provider (if applicable).

6. **Provider's Responsibilities.**

- 6.1 The Provider shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a provider under similar circumstances. If at any time during the term of this Agreement, it is determined that the Provider's deliverables are incorrect, defective or fail to conform to the Scope of Services, upon written notification from the City Manager, the Provider shall at Providers sole expense, immediately correct the work. The City in no way assumes or shares any responsibility or liability of the Provider or Sub Provider under this agreement.
- 6.2 Provider may only enter the facilities during the hours stipulated in the agreement unless otherwise approved by the City Manager.

7. **Conflict of Interest.**

- 7.1 To avoid any conflict of interest or any appearance thereof, Provider shall not, for the term of this Agreement, represent any private sector entities (developers, corporations, real estate investors, etc.), with regard to any City related matter.

8. **Termination.**

- 8.1 The City Manager may terminate this agreement immediately with cause or upon thirty (30) days written notice to the Provider without cause. Cause shall include but not be limited to a failure on the part of Provider to: follow the reasonable Service directives of the City; cure a breach of this Agreement within ten (10) days of receiving the notice of breach or five (5) days before the anticipated Service, whichever is less; and/or failure to abide by local, state, and federal laws and regulations in performance of the duties provided herein.
- 8.2 Upon receipt of the City's written notice of termination, Provider shall stop providing the Service.

8.3 The Provider shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Service to the City, in a hard copy and electronic format specified by the City within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

8.4 If the Provider wishes to terminate this Agreement prior to the end of the initial term or during the option years, Provider must provide the City with one-hundred and twenty (120) days written notice. Failure to provide the City with one-hundred and twenty (120) days written notice may result in the Provider being unable to do business with the City in the future.

9. **Insurance.**

9.1 The Provider shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by Exhibit "B". The insurance carrier shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida.

9.2 Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted, or in accordance to policy provisions. The City further reserves the right to solicit additional coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.

10. **Nondiscrimination.**

10.1 During the term of this Agreement, Provider shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, gender identity or gender expression or national origin and agrees to abide by all Federal and State laws regarding nondiscrimination.

11. **Attorneys' Fees and Waiver of Jury Trial.**

11.1 In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

12. **Indemnification.**

12.1 Provider shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, ~~claims, losses, suits, liabilities, causes of action, judgment or damages,~~ arising out of, related to, or any way connected with Provider's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from Agreements between the Provider and third parties made pursuant to this Agreement. Provider shall ~~reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of,~~ provide ~~but only to the extent~~ related to, or in any way connected with Provider's performance or non-performance of this Agreement. This indemnification may not exceed the limits established in Section 768.25 of the Florida Statutes. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable.

12.2 The provisions of this section shall survive termination of this Agreement.

12.3 Ten dollars (\$10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the Provider.

13. **Notices/Authorized Representatives.**

13.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City: Albert P. Childress
City Manager
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

With a Copy to: Luis Figueredo, Esq.
City Attorney

City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

For The Provider:

Cory Patzke
Assistant Secretary
1330 Bellevue Street
Green Bay, WI 54302
Krueger International, Inc.

14. **Governing Law.**

14.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida, or the Southern District of Florida.

15. **Entire Agreement/Modification/Amendment.**

15.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. **Ownership and Access to Records and Audits.**

16.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Provider providing services to the City under this Agreement shall be the property of the City.

16.2 The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Provider involving transactions related to this Agreement.

16.3 The City may cancel this Agreement for refusal by the Provider to allow access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

16.4 In addition to other contract requirements provided by law, Provider shall comply with public records laws, specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
- (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

16.5 The Provider may also be subject to monthly audits by the City of Doral or their designee. The audit will specifically include a comprehensive review of the following:

- (a) Service quality, attentiveness, courteousness, etc.;
- (b) Personal appearance;
- (c) Sanitation practices and conditions;
- (d) Personal appearance;
- (e) Training program techniques, schedules, and records;
- (f) Safety conditions;
- (g) Operational performance from a financial perspective; and
- (h) Other related operational conditions and/or practices.

17. **No assignability.**

17.1 This Agreement shall not be assignable by Provider unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of the Provider, and such firm's familiarity with the City's area, circumstances and desires.

18. **Severability.**

18.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. **Independent Contractor.**

19.1 The Provider and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. **Representations and Warranties of Provider.**

20.1 Provider hereby warrants and represents, at all times during the Term of this Agreement, inclusive of any renewals thereof, that:

- (a) Provider, and its employees and/or subcontractors, shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services hereunder;
- (b) Provider is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and duly registered, validly doing business and in good standing under the laws of the State of Florida;
- (c) The execution, delivery and performance of this Agreement by Provider has been duly authorized and no consent of any other person or entity to such execution, delivery and performance is required to render this Agreement a valid and binding instrument enforceable against Provider in accordance with its terms; and
- (d) Provider has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first-class manner.

21. **Compliance with Laws.**

21.1 The Provider shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the services.

21.2 The Provider shall not commit nor permit any violations of applicable federal, state, county and municipal laws, ordinances, resolutions and governmental rules, regulations and orders, as may be in effect now or at any time during the term of this Agreement, all as may be amended, which are applicable to the City, or the Provider. The Provider, at the Provider's expense, shall be responsible for obtaining all required licenses and permits relevant to their operation.

22. **Non-collusion.**

22.1 Provider certifies that it has not divulged, discussed or compared his/her/its quote with other individuals and/or entities that provided quotes to the City for the Services and has not colluded with any other individual or entity whatsoever.

23. **Truth in Negotiating Certificate.**

23.1 Provider hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for the Services that may be offered pursuant to this Agreement are accurate, complete, and current. Provider further agrees that the Fee provided shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the Term or any Extension term.

24. **Waiver**

24.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

25. **Survival of Provisions**

25.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

26. **Prohibition of Contingency Fees.**

26.1 The Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Provider, to

solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

27. **Force Majeure.**

27.1 It is understood that performance of any act by the City or Provider hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces as may be necessary to meet City needs. If the condition of force majeure exceeds a period of fourteen (14) days, the City may, at its option and discretion, cancel or renegotiate the Agreement

28. **Counterparts**

28.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

29. **Interpretation.**

29.1 The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

29.2 Preparation of this Agreement has been a joint effort of the City and Provider and the resulting document shall not, solely as a matter of judicial

construction, be construed more severely against one of the parties than any other.

30. **Discretion of City Manager.**

30.1 Any matter not expressly provided for herein dealing with the City or decisions of the City shall be within the exercise of the reasonable professional discretion of the City Manager.

31. **Third Party Beneficiary**

31.1 Provider and the City agree that it is not intended that any provision of this Agreement establishes a third-party beneficiary giving or allowing any claim or right of action whatsoever by any third party under this Agreement.

32. **No Estoppel**

32.1 Neither the City's review, approval and/or acceptance of, or payment for services performed under this Agreement shall be construed to operate as a waiver of any rights under this Agreement of any cause of action arising out of the performance of this Agreement, and Provider shall be and remain liable to the City in accordance with applicable laws for all damages to the City caused by Provider's negligent performance of any of the services under this Agreement. The rights and remedies provided for under this Agreement are in addition to any other rights and remedies provided by law.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW.]


IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature:

Attest:

CITY OF DORAL

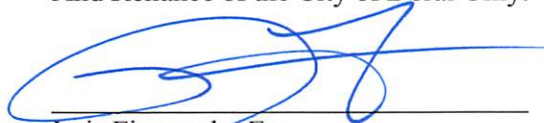


Connie Diaz, City Clerk

By: 

Albert P. Childress, City Manager
Date: June 6, 2019

Approved As To Form and Legal Sufficiency for the Use
And Reliance of the City of Doral Only:



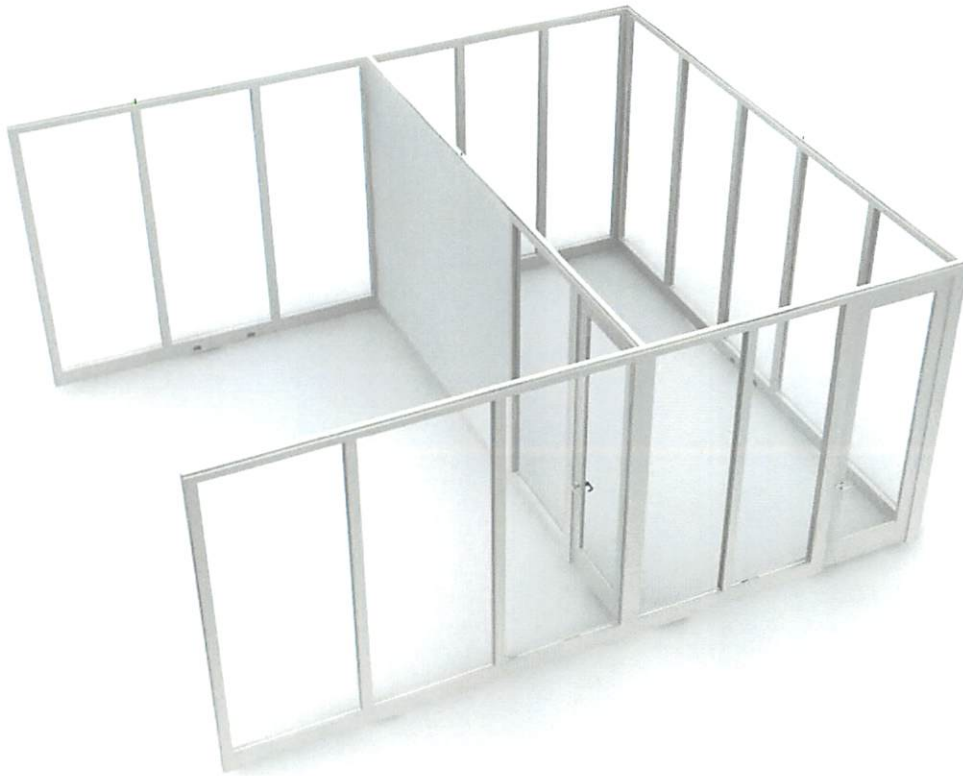
Luis Figueredo, Esq.
City Attorney

PROVIDER

By: 

Its: Guy Patzke // Assistant Secretary
Date: May 22, 2019

Exhibit "A"
Scope of Services



**CITY OF DORAL: CITY ATTORNEYS
OFFICE**

ORTIZ, GEORGE



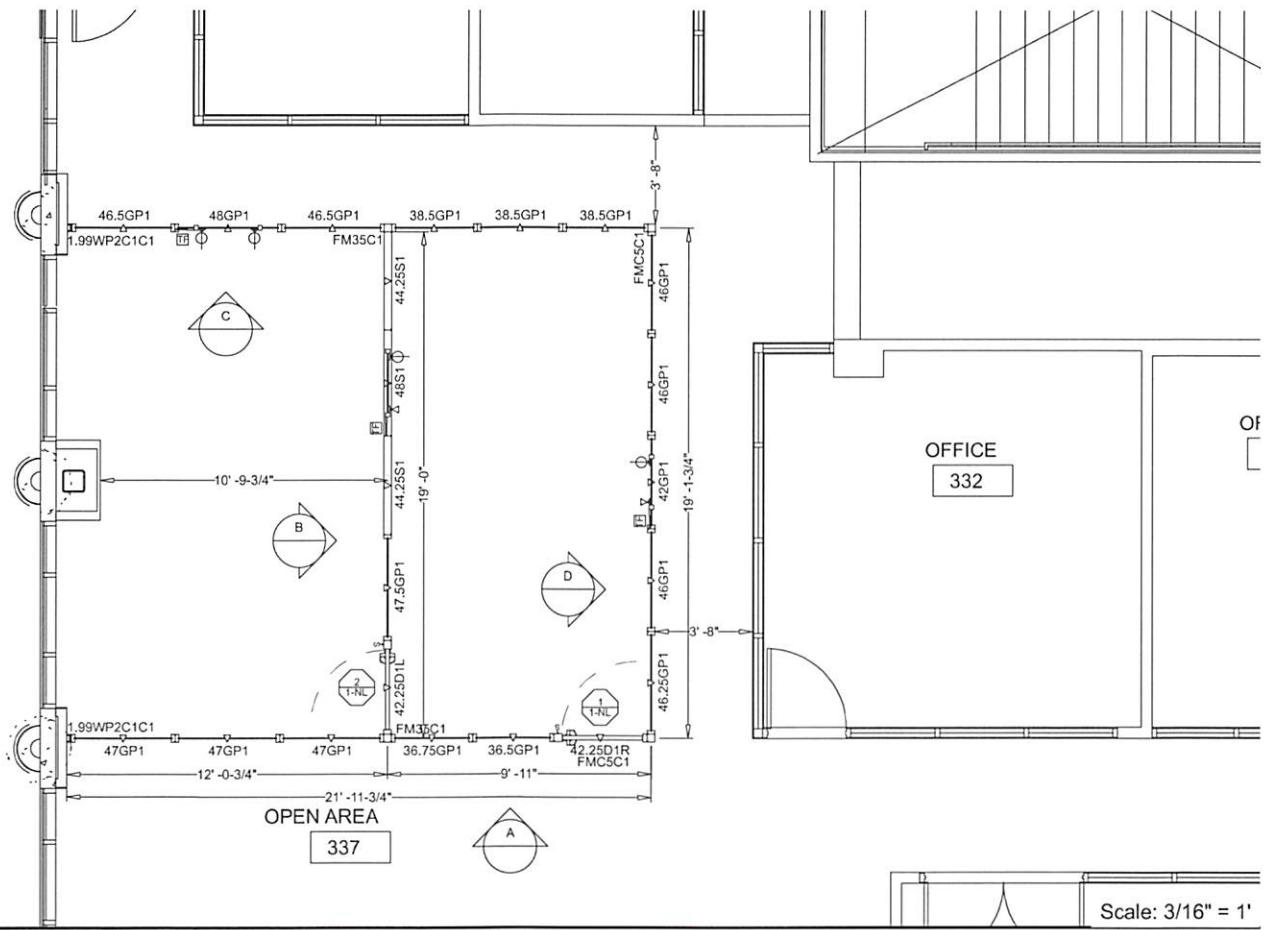
Furnishing Knowledge®

DRAWING #: 420365SE_W_03

DATE: 5/15/2019

BY: Lisa Koltz

Actual colors and textures of final products may vary from the colors and textures shown above.



Scale: 3/16" = 1'

**CITY OF DORAL: CITY ATTORNEYS
OFFICE**

ORTIZ, GEORGE



Furnishing Knowledge®

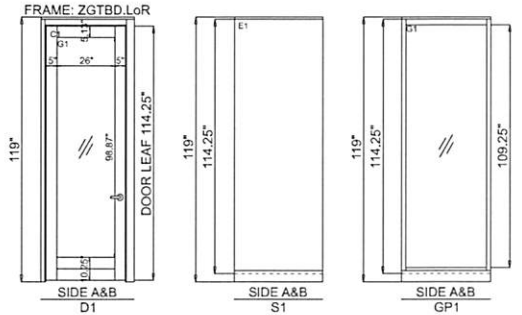
DRAWING #: 420365SE_W_03

DATE: 5/15/2019

BY: Lisa Koltz

KI DOOR SCHEDULE							
HARDWARE SETS							
1							
FRAME STYLE:	GENIUS PIVOT HUNG						
HANDLE HARDWARE:	CYL SCHLAGE AL5TD X SAT X 11-096 X 10-025 X ICX X 50-231 (QTY: 1)						
HANDLE FINISH:	626						
STRIKE HEIGHT:	38.00"						
DOOR STOP:	NO STOP						
LOCK:							
DOOR SCHEDULE							
DOOR #	ROOM #	TAG	HAND	HARDWARE SET	DOOR FRAME	DOOR LEAF	DOOR LEAF FINISH
1	N/A	D2	RH	1-NO LOCK	YPF - GENIUS PIVOT HINGED DOOR	ALUMINUM GLASS DOOR	STANDARD T8D
2	N/A	D2	LH	1-NO LOCK	YPF - GENIUS PIVOT HINGED DOOR	ALUMINUM GLASS DOOR	STANDARD T8D

ON KI ARCHITECTURAL WALLS INSTALLED UNDER CONTRACT THROUGH KI, PIVOT HINGE DOORS ARE SET TO SWING TO THE OPEN POSITION AS A DEFAULT IF "NEUTRAL" OR "SWING CLOSED" ARE DESIRED, PLEASE CONSULT YOUR KI CERTIFIED INSTALLER.
 KI OFFERS LOCK CYLINDERS AND CORES IN BOTH STANDARD AND INTERCHANGEABLE CORE (LFC OR SFC), BUT DUE TO CUSTOMER SECURITY CONCERNS, THE CORES WILL BE RANDOMLY KEYPED ONLY.
 ANY SPECIAL KEYING REQUIREMENTS, SUCH AS KEYPED-ALIKE OR MASTER KEYPED, ARE THE RESPONSIBILITY OF THE CUSTOMER OR CUSTOMER'S SECURITY AGENT.



Scale: 3/16" = 1'

GENIUS PROJECT NOTES							
CARB COMPLIANT	NO						
CEILING HEIGHT	11'6"						
CEILING GRID TYPE	T8D						
FLOOR TYPE	CARPET						
BERMAC KIT	NO						
HANG ON COMPONENTS	NO						
OVERSEAS SHIPMENT	NO						
GENIUS TRIM TYPES							
1" BASE COVER	C1 STANDARD T8D						
RECESSED CEILING RAIL	C1 STANDARD T8D						
DOOR AND GLAZING TRIM	C1 STANDARD T8D						
WALL POST BACK COLOR	C1 STANDARD T8D						
GENIUS FLUSH CONNECTOR	C1 STRAINLESS STEEL						
GENIUS RECESSED CONNECTOR	STANDARD T8D (T8D1)						
FINISH SUMMARY							
FINISH TYPE	FINISH CODE						
FRASABLE STEEL	FRASABLE STEEL						
GLASS (TEXTURE TO INSIDE IF APPLICABLE)	G1A						
POWDERCOAT	T8D1						
GENIUS ELECTRICAL LEGEND							
PENT ELECTRICAL							
SYMBOL	DESCRIPTION	PART NUMBER					
☒	CUSTOMER SUPPLIED DATA PLATE	INSTALLED AND PROVIDED BY OTHERS					
⊕	SUPPLY RECEPTACLE CIRCUIT 1	44-088-1 T8D					
⊖	BASE COVER KIT	53PRC52Z					
⊕	NOTED 144"	44-044-144-F					
1100 AMP SUPPLY RECEPTACLE CIRCUIT MAXIMUM PER INFEED							
CIRCUITS 1, 2 & 3 - 12 EACH PER INFEED FOR A TOTAL OF 36							
CIRCUITS 4 THROUGH 6 - 8 EACH PER INFEED FOR A TOTAL OF 24							
		COLOR T8D					
		COLOR NONE					
CONVENTIONAL ELECTRICAL							
SYMBOL	QTY	PREWIRED	FEED	WORLD	MANUFACTURE	LOCATION	CONDUIT
⊕	2	NO	TOP	T8D1	SINGLE SWITCH	DOOR FRAME	1/2" FLEXIBLE
CONVENTIONAL ELECTRICAL FACEPLATES AND DEVICES DEPICTED ON DRAWING ARE SUPPLIED BY OTHERS.							
LINEAL FOOTAGE LEGEND							
GENIUS							
TOTAL							8111.41'
NONE							8773.41'

CITY OF DORAL: CITY ATTORNEYS OFFICE

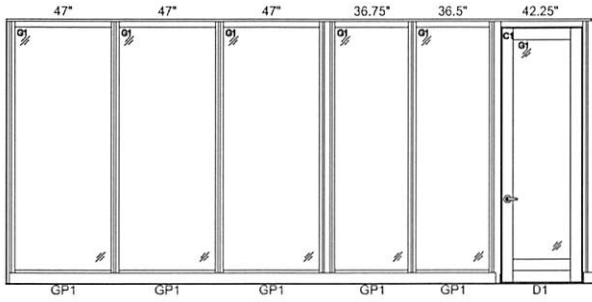
ORTIZ, GEORGE



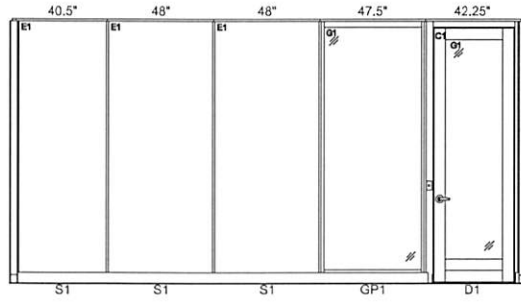
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DRAWING #: 420365SE_W_03

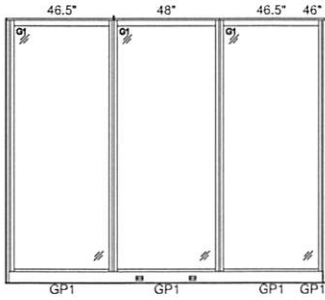
DATE: 5/15/2019 BY: Lisa Koltz



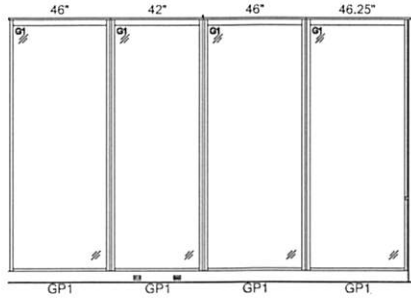
ELEVATION A



ELEVATION B



ELEVATION C



ELEVATION D

Scale: 3/16" = 1'

**CITY OF DORAL: CITY ATTORNEYS
OFFICE**

ORTIZ, GEORGE



Furnishing Knowledge®

DRAWING #: 420365SE_W_03

DATE: 5/15/2019

BY: Lisa Koltz

KI Wall Quotation

Email: Wall.quotes@ki.com
Phone: 1-800-424-2432



Project Name: CITY OF DORAL: CITY ATTORNEYS OFFICE

Quote #: 420365SE_W_03

Creation Date: 02/14/2019
Revised Date: 05/14/2019
KI Rep Name: ORTIZ, GEORGE

BOM Tab: Quote
Exp. Date: 08/14/2019
Prepared By: Lisa Koltz
Contract used: State of Florida #425-001-12-1 (OT04789)
Ship To Company: City of Doral
Contact: TBD
Address: TBD
City/State/Zip: Doral, FL 33166

Sold To Company:
Address:
City/State/Zip:

KI Installation Notes: Offload during Normal Business Hours (7am-5pm), install during Normal Business Hours (7am-5pm), stair carry Not Included.

If sales tax field shows \$0, then sales tax is not included in project price. See Additional Information page for more detail.

Part Number	Description	Ext. Sell
KI Wall New	82 Lineal feet of Wall	\$20,297.86
Components		\$20,297.86
KI Installation (Non Union Labor)		\$6,730.00
KI Freight		\$3,535.00
Total		\$30,562.86



- Installation and delivery is based on Non Union Labor with no-charge access and exclusive use of unloading docks and elevators capable of accommodating a 48.00" x 119.00" panel. If elevators cannot accommodate KI Wall panels, additional installation charges will apply including but not limited to:
 - > Coordination, scheduling, and payment of any necessary costs for hoisting, elevators, crane time, and all associated operations, flaggers, riggers, and traffic control.
 - > Coordination, implementation and costs for removal, protection, and/or installation of exterior windows to facilitate stocking and debris removal.
- All areas shall be free and clear of other trades prior to commencement of installation. Following installation, the general contractor must provide protection, Quality Control sign-off and facilitate product replacement, installation repairs and trade back charges. If the following items are the result of changes caused by the General Contractor, additional changes will be assessed:
 - > Crew scaling charges for down time and remobilization minimum eight hour per man charge per occurrence.
 - > Production loss and crew over staffing and reduction due to schedules and delivery impacts.
 - > Overtime premiums for schedule delays or adjustments regardless of the basis (unless directly attributed to KI).
 - > Interior and exterior logistical coordination (parking shuttles, ramps, and platforms, product lay down, phased work areas, etc.).
 - > Jurisdictional requirement/charges (wall bracing and seismic supports or any other changes not detailed and approved).
 - > Relocation of cut stations due to site logistics and scheduling.
- ASCE Standard-7, Section 13.5.8: Additional installation services and hardware charges will be added to the price stated above in the event compliance with Section 13.5.8 of the ASCE Standard 7-05 (2005) (or any successor or replacement code or section thereto) is required or requested by customer or local inspectors. Customer agrees that customer shall be responsible for determining whether compliance with ASCE Standard 7-05, 13.5.8 is required and shall communicate any such requirements to KI no less than 2 weeks prior to commencement of installation. **At the time of this quote, project specific signed and sealed structural calculations and/or drawings were not a requirement. This quote does not include the engineering fees for project specific signed and sealed structural calculations and/or drawings. If project specific signed and sealed structural calculations and /or drawings are required we can provide them for an additional fee. If seismic calculations and/or stamped drawings are purchased initially, the price assumes normal in-plane and out-of-plane metal stud bracing from the top of the panels to the deck above, every 4 lineal feet. If actual building conditions dictate revised engineering calculations, customized bracing, or additional installation requirements after field verification, the contract price is subject to a change order to account for the additional seismic calculations and bracing needs that were unknown at time of bid.**
- Building/Construction permits, if required, are by customer. KI recommends that the customer consults with their local building code department.
- Please reference KIs Power/Data Instruction manual which details standard power/data configurations and locations. Limiting panel types and the number of configurations of electrical/data/strobes/thermostats/light switch cutouts, or boxes in the panels, will simplify future reconfigurations and make for a more efficient use of your KI Wall System.
- The production lead-time for KIs Architectural Wall factory assembled products is approximately 6 to 8 weeks from purchase order or endorsed contract receipt, verified field dimensions, and shop drawing/finish approvals. Field fabricated track layout may start inside of 4 weeks from drawing approval. Transportation lead-times vary by geographic location and method, so please consult your project coordinator or project estimator for options.
- KI offers locks with standard 6 pin cores in standard cylinders with random keying. If special keying or cores are required, these items should be procured through the customer's security/lock contractor. KI can supply, if requested, the correct cylinders to accommodate the contractor's supplied cores.



1. **The sales/use tax included on this quotation is for estimate purposes only it is subject to change.** It is the customer's responsibility to pay any applicable sales/use tax due upon invoicing. A customer will not be charged sales/use tax if a valid exemption certificate is provided to KI's Finance Department. If no certificate is on file, the appropriate sales/use tax rate in effect at shipment will be applied and tax will be added to the customer's invoice.
2. All products listed above will be manufactured in accordance with KI specifications. Finishes will be standard unless stated otherwise.
3. The first and last page of this quote must accompany your company's purchase order and the quote number must be referenced in the body of the purchase order to ensure accurate and timely entry of the product and pricing. **Without this information there may be delays in entry, manufacturing, delivery, and installation of the product. In addition, if this is the first time you are ordering from KI, please include a tax exempt certificate, if applicable, and contact your sales rep for proper account activation.**
4. KI requires a valid purchase order to be printed on an official company document and signed by an authorized agent of your company. The purchase order should stipulate exactly the merchandise or service to be transacted by quantity, stock keeping unit (SKU), and price. KI will not accept a quotation or quote worksheet as the basis of an order unless it is specifically referenced in the purchase order. In the event that a customer does not issue standard purchase orders, then all quotes or quote worksheets must be accompanied by a statement on an official company document (letterhead will suffice) authorizing KI to proceed with an order as documented on a quote. Signatures on the quote or worksheet will not be adequate to an order. Order requests received that do not meet these minimum requirements will likely result in delays to the entry, manufacturing and shipping of the product. **Please issue all purchase orders to KI at the below address and fax the order to KI at the fax number listed below or to the Send PO To: company specified below.**
5. Please refer to KI's Acknowledgement or for a complete version of KI's Terms and Conditions and Warranties. Non-Standard items are not returnable and not cancelable. The warranty on non-standard product is one year. Modification to U.L. Listed products eliminates the listing. Product will not have U.L. Listing labels unless specifically spelled out in the quote.
6. KI's standard credit terms are Net 30 days. It is the policy of KI to grant the extension of credit to those customers who meet or exceed predetermined base line credit worthiness requirements as established by KI. KI reserves the right to modify credit terms at its discretion.
7. Leasing Provisions - The first and last monthly payments are required at the time of signing. Lease quotations subject to IFC credit approval. Rates are based upon current market and subject to change of notice.
8. Freight and Fuel surcharge - KI reserves the right to apply a Freight and Fuel surcharge to customer orders. This may vary over time due to prevailing economic conditions. The freight and fuel surcharge on this quote is an estimate. The final fuel surcharge fee will be determined at the time the order is placed.
9. Drawings provided in this quote are for pricing and specification review only. Formal shop drawing submittals are generated upon purchase order receipt, and lead-times begin after drawing approval, verified field dimensions, and finish approvals are received.
10. Door leaf undercuts for KI Architectural Walls are determined by the nominal manufactured height of the panel units. At the nominal setting, the undercut varies by product line and door type with Genius non-frameless glass doors set at 3/4" and Lightline and Genius frameless sliding doors set to 1/2". Frameless glass swing doors for both Genius and Lightline are set to 2/3" undercut. Variances in the floor condition across the entire layout will impact the undercut. Custom height doors are available, but limit the configurability of the door unit, and are subject to additional lead times, as actual measurements must be taken after the frames and panels are installed.

Issue PO To: KI (Krueger International)
1330 Bellevue Street
Green Bay, WI 54302
Phone: 800-454-9796
Fax: 800-405-2264
Website:

Send PO To: KI (Krueger International)
1330 Bellevue Street
Green Bay, WI 54302
Phone: 800-454-9796
Fax: 800-405-2264
Website:

Purchase Order Requirements

Project: CITY OF DORAL: CITY ATTORNEYS OFFICE

Sold to

Company name:
Contact Person:
Contact Phone:
Contact Fax:

Distributor

Company name:
Salesman:
Salesman Phone:
Salesman Fax:



To ensure your Purchase Order (PO) is processed quickly and efficiently, please adhere to the following requirements:

- All purchase orders must be issued to KI or KI c/o the dealer with this address: **1A**
KI, 1330 Bellevue Street, Green Bay, WI 54302
- The following items must be included on all purchase orders:
 - Sold To/Bill To Information: complete legal name, address, telephone number and fax number **2A**
 - Ship To Information: complete legal name, address, contact name, contact phone number **2B**
 - Purchase Order Number: a customer-specific identifier, typically a sequential purchase order number or requisition number **2C**
 - Issue Date: date the purchase order was issued **2D**
 - Sales Tax: applicable sales tax will be added upon KI invoicing. If tax exempt, customer must provide or have the tax exempt certificate on file at KI **2E**
 - Purchase Order Total: total of all items and services included on the purchase order **2F**
 - Authorization: signature of authorized purchasing agent or buying entity **2G**
 - Order Details: reference a fully optioned KI quote (ex: 11KQH-85432) or include all the information listed below **2H**
 - Quantity of each item
 - Complete model number, including all finish and option information (by line item)
 - Net purchase price (by line item)
 - Extended net purchase price (all line items)
 - Any additional applicable charges (ex: installation and/or delivery charges)
 - Contract name and/or number if pricing is based on a contract reference

3. Signatures on a quote or a worksheet cannot be accepted as a purchase order.

4. In the event that you do not have a formal Purchase Order process, please contact your KI Sales Representative or call 1-800-424-2432, and we will assist you with creating a PO.

Purchase Orders that do not meet these requirements will be placed on hold until complete information is received by KI. Purchase orders on hold are not released to manufacturing or assigned a delivery date. KI order lead times begin once the order is released to manufacturing.

Order contact, delivery information and Request delivery information can be on your P.O. or P.O. cover page.

Please review KI Terms & Conditions.

If your order contains C.O.M. (customers own material) please see KI Terms & Conditions and KIs COM Shipping Location guide.

In the case of subcontract issuance, KI only accepts independent purchase orders (ie., those not tied to a prime contract) for products and services totalling \$50,000 or less. If the product and services exceed \$50,000, and the purchase order is linked to a prime contract, a copy of the prime contract must accompany the purchase order for review and acceptance of all terms and conditions.

- DOWNLOAD KI TERMS & CONDITIONS
- DOWNLOAD SUBMITTING AN ORDER INSTRUCTIONS
- DOWNLOAD COM SHIPPING LOCATION GUIDE
- DOWNLOAD THE PURCHASE ORDER COVER SHEET
- DOWNLOAD THE QUICKSHIP COVER SHEET

To download the documents above go to <http://www.ki.com/about/corporate/order.aspx>.

PURCHASE ORDER			KI		
2D DATE:	12.12.11				
2C PO. #	123				
2A SOLD TO:	Customer Name Job Aid, Inc. Address 123 Job Aid Blvd. City/State/Zip City of Aid, CA 80185 Phone 720 777.5656 Fax 720 777.6565		1A VENDOR:	KI 1330 Bellevue St. Green Bay, WI 54302 920.468 8100	
2B SHIP TO:	Customer Name Installer, Inc. Address 721 Job Aid Blvd. City/State/Zip City of Aid, CA 80185 Contact Name Harvey Night Phone 720 444.7272				
ORDER CONTACT		DELIVERY INFO	REQUESTED DELIVERY DATE		
Name John Doe Phone 720 444 5757 E-mail john.doe@company.com		Call before delivery - 24 hrs. Harvey Night 720.444.7272	Deliver by 02.28.08		
2H QTY	MODEL #	DESCRIPTION	LIST/EA	NET/EA	EXT. NET
300	MSP/NG/AV/PCF	Mundro polypropylene stack chair. No glides, antique vinyl paint, rate as ball seat and back.	\$120.00	\$72.00	\$21,600.00
1		1% Freight & Fuel Surcharge			\$216.00
		State of CA contract OTX32			
COMMENTS			2E SUBTOTAL	\$21,816.00	
			2F SALES TAX	1090.80	
			2F TOTAL	\$22,906.80	
2G AUTHORIZED BY			DATE 12.12.11		

Exhibit “B”

Insurance Requirements

RESOLUTION No. 19-106

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AUTHORIZING A BUDGET TRANSFER OF \$41,669.40 FROM THE “GENERAL GOVERNMENT CONTINGENCY RESERVE” ACCOUNT No. 001.50005.500492 TO THE PUBLIC WORKS “CAPITAL OUTLAY” ACCOUNT No. 001.80005.500640, AND AUTHORIZING THE ADOPTION OF THE EXISTING AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF MANAGEMENT SERVICES, CONTRACT No. 425-001-12-1, AND KRUEGER INTERNATIONAL WHICH WAS COMPETITIVELY BID FOR THE PURCHASE, FABRICATION, DELIVERY, AND INSTALLATION OF THE MODULAR ARCHITECTURAL WALL SYSTEM FOR THE CITY ATTORNEY’S NEW OFFICE SPACE IN AN AMOUNT NOT TO EXCEED \$37,881.27, PLUS AN ADDITIONAL 10% CONTINGENCY FOR ANY UNFORESEEN CONDITIONS FOR A TOTAL OF \$41,669.40; AUTHORIZING THE CITY MANAGER TO TRANSFER FUNDING; AUTHORIZING THE CITY MANAGER TO ADOPT THE EXISTING STATE OF FLORIDA CONTRACT AND TO EXPEND BUDGETED FUNDS IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in July 2018, the City Manager’s office requested to relocate Public Affairs and Economic Development from the third floor of the Government Center (adjacent to the City Manager’s Conference Room) as the space was going to be used for either the Park’s Bond Development Team or the new City Attorney office; and

WHEREAS, in February 6, 2019, the City Manager’s office provided a directive to the Public Works Department (PWD) to design and to develop a new working space for the City Attorney; and

WHEREAS, on February 7, 2019 the PWD developed and submitted a design concept to the City Attorney for approval; and

WHEREAS, the PWD identified Krueger International (KI) that has an existing contract with the State of Florida - Department of Management Services and requested

an estimate for the purchase, fabrication, delivery, and installation of the Modular Architectural Wall System for the City Attorney; and

WHEREAS, the PWD respectfully requests that the Mayor and the City Council members approve the Resolution authorizing the adoption of the existing agreement between the State of Florida – Department of Management Services, Contract No. 425-001-12-1, and KI for the purchase, fabrication, delivery and installation of the modular Architectural Wall System for the City Attorney’s new office space in an amount of \$37,881.27, plus an additional 10% contingency for any unforeseen conditions for a total of \$41,669.40; and

WHEREAS, funding for this request is available in the current Fiscal Year from “General Government Contingent Reserve” Account # 001.50005.500492

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. Approval. The Mayor and City Council authorize the City Manager to proceed with a budget transfer of \$41,669.40 from the “General Government Contingent Reserve” Account No. 001.50005.500492 to the Public Works Fund - “Capital Outlay” Account No. 001.80005.500640, and to adopt the existing agreement between the State of Florida – Department of Management Services, Contract No. 425-001-12-1, and KI for the purchase, fabrication, delivery and installation of the modular Architectural Wall System for the City Attorney’s new office space in an amount of \$37,881.27, plus an additional 10% contingency for any unforeseen conditions for a total of \$41,669.40.

Section 3. Authorization. The City Manager is authorized to transfer the funding, adopt the existing contract between Krueger International (KI) and the State of Florida - Department of Management Services, and expend budgeted funds on the behalf of the City.

Section 4. 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 5. 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 Cabrera 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	Yes
Councilwoman Christi Fraga	Yes

PASSED AND ADOPTED this 10 day of April, 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