

**RESOLUTION No. 20-83**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING A WORK ORDER BETWEEN THE CITY OF DORAL AND GRAYBAR ELECTRIC COMPANY, INC. TO DESIGN AND INSTALL UPGRADED LIGHTING FIXTURES AND ASSOCIATED CONTROL SYSTEMS FOR THE GOVERNMENT CENTER COUNCIL CHAMBERS IN AN AMOUNT NOT TO EXCEED \$26,989.00; AUTHORIZING THE CITY MANAGER 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 for the City's Government Center to adapt, transform, and improve building systems in order to ensure staff can provide the community better service and to accommodate the needs of a growing City staff; and

**WHEREAS**, the City of Doral facilities are equipped with different electrical, lighting, data communications and security components; the different systems periodically need repairs, maintenance and upgrades to maintain all facilities to meet building energy efficiency standards and to reduce daily electric consumption; and

**WHEREAS**, in 2019, the PWD Facility Maintenance Division team started to upgrade old lighting technology installed at the Government Center to high efficiency LED technology; this work was completed by in-house technicians; and

**WHEREAS**, on September 12, 2018 the Mayor and the City Council Members adopted the contract between the City of Kansas City, Missouri Contract No. EV 2370 and Graybar through US Communities via Resolution No. 18-157; and

**WHEREAS**, the PWD requested a quote from Graybar for the upgrade of the Council Chamber Theater Metal Halide Lighting Fixtures to LED Theater Lighting Fixtures

and controls based on the adopted Contract No. EV2370; and

**WHEREAS**, the Public Works Department (PWD) respectfully requests the Mayor and the City Council-Members to authorize the City Manager to execute the work order enclosed as part of "Exhibit A" for Graybar Electric Company, Inc. to provide professional services to design and install upgrade lighting fixtures and associated control systems for the Government Center Council Chamber in an amount not to exceed \$26,989.00; and

**WHEREAS**, funds for these services are budgeted in the current Fiscal Year Public Works Fund, Line Item "Electrical Contract Building / Lighting Repairs", Account Number 001.80005.500460.

**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 Work Order between the City of Doral and Graybar to provide professional services to design and install upgraded lighting fixtures and associated control systems for the Government Center Council Chamber (Project) in an amount not to exceed \$26,989.00, a copy which is attached as Exhibit "A", is hereby approved.

**Section 3. Authorization.** The City Manager is authorized to execute the Work Order and expend budgeted funds on behalf of the City in furtherance hereof.

**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 Councilmember 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 Christi Fraga	Yes
Councilwoman Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Claudia Mariaca	Yes

PASSED AND ADOPTED this 13 day of May, 2020.

  
\_\_\_\_\_  
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

# EXHIBIT “A”



11250 NW 91ST STREET  
 MIAMI, FL 33178  
 Phone: (305) 520-4888  
 Fax: (305) 520-4800

To: CITY OF DORAL - PUBLIC WORKS  
 8401 NW 53RD TERR.  
 DORAL, FL 33166  
 Attn: LUIS SANCHEZ  
 Phone: 305-59306725  
 Fax:  
 Email:

Contact: Angelo Scivetti  
 Phone: (305) 215-5930  
 Email: angelo.scivetti@graybar.com

Date: 4/13/2020  
 Project Name: CHAMBER LIGHTS & CONT  
 Quote #: 231827196 & 231962979  
 Valid For: 30  
 Valid To: 5/13/2020

**Proposal**

We Appreciate Your Request and Take Pleasure in Responding As Follows

QTY	Supplier	Part Number	Description
10	STAGE EQ&L	WS-F100	WHITE STAR 4" FRESNEL 100 WATT LIGHT
10	STAGE EQ&L	SC3	SAFETY CABLES - BLACK
10	STAGE EQ&L	KCP-703	STAGE CLAMP W/16MM STUD
1	STAGE EQ&L	CS-810	INTERACTIVE TECHNOLOGIES - CUESERVER MINI
2	STAGE EQ&L	ST-MD4-CB-RGB	INTERACTIVE TECH 2-WIRE 4-BUTTON RGB BUTTON STATION BLK
1	STAGE EQ&L	ST-HUB	INTERACTIVE TECH - CUESTATION HUB
1	STAGE EQ&L	5101	DMX INPUT STATION (FOR PROGRAMMING & OVERRIDE)
1	STAGE EQ&L	5102	DMX OUTPUT STATION
9	STAGE EQ&L	ZPD2AA/BBA-B5L	TMB CABLING DMX / POWER COMBO 5'
1	ECCS	LABOR	LABOR TO INSTALL THEATER LIGHTING ABOVE (PER SAP: 231962979)
10	LUTRON	MRF2S-8S-DV-WH	VIVE SWITCH
4	LUTRON	PJ2-2B-GWH-L01	WIRELESS PICO SWITCH
4	LUTRON	LRF2-OCR2B-P-WH	WIRELESS OCCUPANCY SENSOR
1	LUTRON	HJS-0-FM	VIVE HUB
1	ECCS	LABOR	LABOR TO INSTALL CONTROLS

PLEASE NOTE: PRICING BASED ON US COMMUNITIES CONTRACT# EV2370  
 LEAD PUBLIC AGENCY: CITY OF KANSAS CITY, MO  
 TERMS: START DATED 2/1/18 THROUGH 1/31/23  
 INITIAL 5 YR CONTRACT W/THREE 2 YEAR RENEWALS  
 ELECTRICAL, COMM-DATA, & SECURITY PRODUCTS AND SERVICES  
 WWW.USCOMMUNITIES.ORG

LED, WIRED DMX SYSTEM - FIXTURE LAYOUT, RISER DATA, AND SPECS ATTACHED.

FREIGHT ALLOWED

Total in USD (Tax not included)

\$26,988.02

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at [www.graybar.com](http://www.graybar.com)

24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill. Unless noted the estimated ship date will be at the of order placement.

**GRAYBAR ELECTRIC COMPANY, INC.**

**TERMS AND CONDITIONS OF SALE**

1. ACCEPTANCE OF ORDER; TERMINATION - Acceptance of any order is subject to credit approval and acceptance of order by Graybar Electric Company, Inc. ("Graybar") and, when applicable, Graybar's suppliers. If credit of the buyer of the goods ("Buyer") becomes unsatisfactory to Graybar, Graybar reserves the right to terminate upon notice to Buyer and without liability to Graybar.
2. PRICES AND SHIPMENTS - Unless otherwise quoted, prices shall be those in effect at time of shipment, which shall be made F.O.B. shipping point, prepaid and bill.
3. RETURN OF GOODS - Credit may be allowed for goods returned with prior approval. A deduction may be made from credits issued to cover cost of handling.
4. TAXES - Prices shown do not include sales or other taxes imposed on the sale of goods. Taxes now or hereafter imposed upon sales or shipments will be added to the purchase price. Buyer agrees to reimburse Graybar for any such tax or provide Graybar with acceptable tax exemption certificate.
5. DELAY IN DELIVERY - Graybar is not to be accountable for delays in delivery occasioned by acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond Graybar's reasonable

control. Factory shipment or delivery dates are the best estimates of our suppliers, and in no case shall Graybar be liable for any consequential or special damages arising from any delay in shipment or delivery.

6. LIMITED WARRANTIES - Graybar warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties (including without limitation warranties with respect to intellectual property infringement) made to Graybar by the manufacturer of the goods. GRAYBAR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE. UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF GRAYBAR, PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH (1) ANY SAFETY APPLICATION OR THE CONTAINMENT AREA OF A NUCLEAR FACILITY, OR (2) IN A HEALTHCARE APPLICATION, WHERE THE GOODS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES.

7. LIMITATION OF LIABILITY - Buyer's remedies under this agreement are subject to any limitations contained in manufacturer's terms and conditions to Graybar, a copy of which will be furnished upon written request. Furthermore, Graybar's liability shall be limited to either repair or replacement of the goods or refund of the purchase price, all at Graybar's option, and IN NO CASE SHALL GRAYBAR BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment.

8. WAIVER - The failure of Graybar to insist upon the performance of any of the terms or conditions of this agreement or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions, or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this agreement.

9. MODIFICATION OF TERMS AND CONDITIONS - These terms and conditions supersede all other communications, negotiations, and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon Graybar unless made in writing and signed on its behalf by a duly authorized representative of Graybar. No conditions, usage of trade, course of dealing or performance, understanding or agreement, purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound. Any proposed modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein.

10. REELS - When Graybar ships returnable reels, a reel deposit may be included in the invoice. The Buyer should contact the nearest Graybar service location to return reels.

11. CERTIFICATION - Graybar hereby certifies that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. This agreement is subject to Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Veterans' Readjustment Assistance Act of 1974, as amended, E.O. 13496, 29 CFR Part 471, Appendix A to Subpart A, and the corresponding regulations, to the extent required by law, 41 CFR 60-1.4, 60-741.5, and 60-250.5 are incorporated herein by reference, to the extent legally required.

12. FOREIGN CORRUPT PRACTICES ACT - Buyer shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the United States Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§78dd-1, et. seq.) irrespective of the place of performance, and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption in Buyer's country or any country where performance of this agreement or delivery of goods will occur.

13. ASSIGNMENT - Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Graybar, and any such assignment, without such consent, shall be void.

14. GENERAL PROVISIONS - All typographical or clerical errors made by Graybar in any quotation, acknowledgment or publication are subject to correction. This agreement shall be governed by the laws of the State of Missouri applicable to contracts to be formed and fully performed within the State of Missouri, without giving effect to the choice or conflicts of law provisions thereof. All suits arising from or concerning this agreement shall be filed in the Circuit Court of St. Louis County, Missouri, or the United States District Court for the Eastern District of Missouri, and no other place unless otherwise determined in Graybar's sole discretion. Buyer hereby irrevocably consents to the jurisdiction of such court or courts and agrees to appear in any such action upon written notice thereof.

15. PAYMENT TERMS - Payment terms shall be as stated on Graybar's invoice or as otherwise mutually agreed. As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.

16. EXPORTING - Buyer acknowledges that this order and the performance thereof are subject to compliance with any and all applicable United States laws, regulations, or orders. Buyer agrees to comply with all such laws, regulations, and orders, including, if applicable, all requirements of the International Traffic in Arms Regulations and/or the Export Administration Act, as may be amended. Buyer further agrees that if the export laws are applicable, it will not disclose or re-export any technical data received under this order to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Buyer has obtained prior written authorization from the United States Office of Export Control or other authority responsible for such matters.