

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND
R&D ELECTRIC, INC.
FOR
DESIGN AND INSTALLATION OF EXTERIOR LIGHTING SYSTEM AND CONTROL**

THIS AGREEMENT, dated as of the 4 day of January, 2020, is made between R&D Electric, Inc., an active, for-profit Florida Corporation, (hereinafter the “Contractor”), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the “City”).

RECITALS

WHEREAS, the Contractor and the City, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for design and installation of Exterior Lighting System and Controls (the “Project”); and

WHEREAS, the City desires to engage the Contractor to perform the services specified below.

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, Contractor and the City agree as follows.

1. **Scope of Services/Deliverables.**
 - 1.1 The Contractor shall complete all work associated with the Project as specified in the set of Construction Documents “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 Contractor shall diligently pursue and use its best efforts to obtain all necessary permits as required by the regulatory agencies as soon as possible after the date of contract agreement is executed. Contractor shall keep City inform of the progress of obtaining all necessary permits and any delays in obtaining the permits will be brought to the attention of the City Manager, or his designee. City acknowledges that a possibility always exists that obtaining necessary permits may delay project deadlines. In the event there are any delays in obtaining necessary permits, Contractor shall be entitled to an adjustment to Contract Time.

- 1.3 The Contractor shall provide a breakdown of tasks, timeline and deliverables to the City for the Service in accordance to the “Scope of Services”.
- 1.4 Contractor 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 initial Agreement shall become effective upon execution by both parties and shall remain in effect for the length of the project from the date of execution of Agreement, unless earlier terminated in accordance with Paragraph 8.
- 2.2 Contractor agrees that time is of the essence and Contractor shall complete each deliverable for the Service within the timeframes set forth in the Project Schedule, unless extended by the City Manager. Contractor also recognizes the delays, expenses, and difficulties involved in proving the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, City and Contractor agree that as liquidated damages for delay (but not as penalty) Contractor shall pay City **\$500.00** for each calendar day that expires after 30 days of the time specified in the section 1.3 for Final Completion of the Work.
- 2.3 Notwithstanding liquidated damages set forth in Section 2.2 of this contract, and Section 2.10 of the General Conditions, any actual damages not attributable to the delay that arise from the Contractor’s breach of this contract, such as damages to the project site, existing structures, property, or improvements thereon, or personal injury to the City’s agents, employees, or invitees, will be the responsibility of the Contractor. Such actual damages specifically exclude damages which arise from delay(s). It shall be the City’s burden to prove that any claimed actual damages are not delay damages.
- 2.4 Monies due to the City under Section 2.2 and 2.3 may be deducted from any monies due to the Contractor, or if no money is due or the amount due is insufficient to cover the amount charged the Contractor shall be liable for said amount.

3. **Compensation and Payment.**

- 3.1 City shall pay Contractor for completion of the Work in accordance with the Contractor’s Proposal attached under **Exhibit “B”** (the “Fee”) an

amount in current funds equal to the sum of the amounts determined pursuant to this Article. The Contractor shall provide the Work at a not to exceed amount of TWO HUNDRED AND SIXTY THOUSAND (\$260,000.00).

- 3.2 The City shall pay Contractor in accordance with the Florida Prompt Payment Act.
- 3.3 Contractor agrees that time is of the essence and Contractor shall complete each deliverable for the Service within the timeframes set forth in the Project Schedule, unless extended by the City Manager.
- 3.4 City shall make progress payments, deducting the amount from the Contract Price above, on the basis of Contractor's Applications for Payment as recommended by the City's Representative, on or about the last day of each month during construction as provided herein. All such payments will be made in accordance with the schedule of values established in the General Conditions or, in the event there is no schedule of values, as provided in the General Conditions.
- 3.5 The Contractor agrees that ten percent (10%) of the amount due for Work as set forth in each Application for Payment shall be retained by City for each Progress Payment until Final Payment.
- 3.6 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated above, but, in each case, less the aggregate of payments previously made and less such amounts as City's Representative shall determine, or City may withhold, in accordance with the General Conditions.
- 3.7 The payment of any Application for Payment by City, including the Final Request, does not constitute approval or acceptance by City of any item of the Work in such Request for Payment, nor shall it be construed as a waiver of any of City's rights hereunder or at law or in equity.
- 3.8 The Final Application for Payment by Contract shall not be made until the Contractor delivers to the City complete original releases of all liens and claims signed by all Subcontractors, materialmen, suppliers, and vendors on a form approved by the City, and an affidavit that so far as the Contractor has knowledge or information, the releases include and cover all Materials and Work for which a lien or claim could be filed. The Contractor may, if any Subcontractor, materialmen, supplier or vendor refuses to furnish the required Final Waiver of Lien, furnish a bond satisfactory to City to defend and indemnify City and any other property owner, person or entity City may be required to indemnify against any lien or claim.

3.9 Final Payment. Upon final completion and acceptance of the Work in accordance with the General Conditions, City shall pay the remainder of the Contract Price and any retainage as recommended by the City's Representative.

4. **Sub-Contractors.**

4.1 The Contractor 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 Contractor, at the Contractor's written request, all available data pertinent to the services to be provided by Contractor, in possession of the City.

5.2 Arrange for access to and make all provisions for Contractor to enter upon real property as required for Contractor to perform services as may be requested in writing by the Contractor (if applicable).

6. **Contractor's Responsibilities.**

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

6.2 Contractor may enter the facilities Monday-Saturday from 7AM to 7PM any other hours must be preapproved by the City's Representative.

7. [INTENTIONALLY LEFT BLANK]

8. **Termination.**

8.1 The City Manager may terminate this agreement immediately with cause or upon thirty (30) days written notice to the Contractor without cause. Cause shall include but not be limited to a failure on the part of Contractor 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, Contractor shall stop providing the Service.

8.3 The Contractor 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

9. **Insurance.**

9.1 The Contractor shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by Exhibit "C". 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, Contractor 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 Contractor 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 Contractor's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from Agreements between the Contractor and third parties made pursuant to this Agreement. Contractor 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, related to, or in any way connected with Contractor's performance or non-performance of this Agreement.
- 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 Contractor.

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
 Acting 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 Contractor: Rafael Echarri

R&D Electric, Inc.
7447 NW 48 St
Miami, FL 33166

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 Contractor 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 Contractor involving transactions related to this Agreement.

16.3 The City may cancel this Agreement for refusal by the Contractor 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, Contractor 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 Contractor 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 Contractor unless such assignment is first approved by the City Manager. The City is relying upon

the apparent qualifications and personal expertise of the Contractor, 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 Contractor 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 Contractor.**

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

(a) Contractor, 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) Contractor 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 Contractor 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 Contractor in accordance with its terms; and

(d) Contractor 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 Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the services.

21.2 The Contractor 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 Contractor. The Contractor, at the Contractor's expense, shall be responsible for obtaining all required licenses and permits relevant to their operation.

22. **Non-collusion.**

22.1 Contractor 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 Contractor hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting. Contractor further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the City, whichever is later.

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 Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, 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 Contractor, 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 Contractor 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 Contractor 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 Contractor 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 Contractor shall be and remain liable to the City in accordance with applicable laws for all damages to the City caused by Contractor'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: FEB. 4, 2020

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



Luis Figueredo, Esq.
City Attorney

CONTRACTOR *R&D Electric, Inc*
Notallegro
By: Rafael Echarri
Its: President
Date: 1/31/2020

Exhibit "A"

Scope of Services

CITY OF DORAL PROJECT SCHEDULE

ID	Task Name	Start	Finish	Duration	Jan 2020				Feb 2020				Mar 2020				Apr 2020				May 2020				
					1/5	1/12	1/19	1/26	2/2	2/9	2/16	2/23	3/1	3/8	3/15	3/22	3/29	4/5	4/12	4/19	4/26	5/3	5/10	5/17	
1	Design & Selection Phase	1/6/2020	1/24/2020	15d	[Gantt bar from 1/6 to 1/24]																				
2	Permitting Phase	1/27/2020	2/4/2020	7d	[Gantt bar from 1/27 to 2/4]																				
3	Lead Time for fixture arrival	2/5/2020	3/31/2020	40d	[Gantt bar from 2/5 to 3/31]																				
4	Garage Install	4/1/2020	4/10/2020	8d	[Gantt bar from 4/1 to 4/10]																				
5	Building Exterior	4/1/2020	5/12/2020	30d	[Gantt bar from 4/1 to 5/12]																				
6	Artistic Lighting Design	5/13/2020	5/19/2020	5d	[Gantt bar from 5/13 to 5/19]																				
7	Inspections and punch list	5/20/2020	5/26/2020	5d	[Gantt bar from 5/20 to 5/26]																				

Exhibit "B"

Contractor's Proposal

FEE PROPOSAL

R & D ELECTRIC, INC

REV. 1/8/2019

PROJECT: Design and Installation of Exterior Lighting System and Control
RFP No.: 2019-21

BUILDING LED Color Changing Lights Furnish and Installation	\$ 198,500.00
PARKING GARAGE LED Lights Furnish and Installation	\$ 54,000.00
Engineering and Permitting	\$ 7,500.00
TOTAL:	\$ 260,000.00

Exhibit “C”

Insurance Requirements



CERTIFICATE OF LIABILITY INSURANCE

ROELE

DATE (MM/DD/YYYY)
10/21/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commercial Lines - (305) 443-4886 USI Insurance Services LLC 2601 South Bayshore Drive, Suite 1600 Coconut Grove, FL 33133	CONTACT NAME: Leslie Acosta PHONE (A/C No. Ext): 3054434886 FAX (A/C, No): E-MAIL ADDRESS: leslie.acosta@usi.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Admiral Insurance Company</td> <td>24856</td> </tr> <tr> <td>INSURER B: Crum and Forster Indemnity Co.</td> <td>31348</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Admiral Insurance Company	24856	INSURER B: Crum and Forster Indemnity Co.	31348	INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER E:														
INSURER F:														
INSURED R&D Electric, Inc. 7447 NW 48th Street Miami FL 33166														

COVERAGES **CERTIFICATE NUMBER:** 14629093 **REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (NSD) WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		CA000026913-03	3/31/2019	3/31/2020	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 150,000
						MED EXP (Any one person)	\$ Excluded
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/POP AGG	\$ 2,000,000
							\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER:		1337446161	10/21/2019	10/21/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		GX00000212301	03/31/2019	03/31/2020	EACH OCCURRENCE	\$ 4,000,000
						AGGREGATE	\$ 4,000,000
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A					PER STATUTE	OTHER
E.L. EACH ACCIDENT						\$	
E.L. DISEASE - EA EMPLOYEE						\$	
						E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Electrical Contractor License No. EC13001534

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
B. M. Cook

The ACORD name and logo are registered marks of ACORD © 1988-2015 ACORD CORPORATION. All rights reserved.

RESOLUTION No. 19-191

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH R&D ELECTRIC CORP. FOR THE DESIGN, REPLACEMENT AND INSTALLATION OF NEW LED LIGHTS ALONG THE EXTERIOR OF THE CITY OF DORAL GOVERNMENT CENTER AND THE PARKING GARAGE IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS IN THE CURRENT FISCAL YEAR, CIP - PUBLIC WORKS FUND – “IMPROVEMENT” ACCOUNT NO. 301.80005.500634; AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT AND TO EXPEND BUDGETED FUNDS IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral Government Center is equipped with outdated exterior lighting fixtures on the ground level, the 3rd floor, and at the cupula (Dome) that were originally install when the building was constructed in 2011; and

WHEREAS, currently the City hires an Electrical Contractor (Contractor) to conduct the regular maintenance and to manually install a color film cover on each lighting fixture every time that the City changes the building lighting color of all exterior fixtures as a bucket truck is needed in order to reach each fixture; and

WHEREAS, the Public Works Department (PWD) - Facilities Division recommends the upgrade of all exterior lighting, including the parking garage fixtures, in order to reduce maintenance and energy costs as the lifespan of LED longer than a regular lighting fixture; and

WHEREAS, RFP 2019-21 “Design and Installation of Exterior lighting Systems and Controls” was issued on June 05, 2019, for the purpose of providing design, replacement and installation services to upgrade all exterior lighting fixtures to LED technology; and

WHEREAS, the PWD respectfully requests that the Mayor and the City Council members approve the Resolution authorizing the City Manager to negotiate and to enter into a contract agreement with R&D Electric Corp. for the design, replacement and installation of new LED Lights along the Exterior of the City of Doral Government Center and the Parking Garage; and to allow the City Manager to negotiate with the next highest ranked firm successively if an agreement cannot be reached with the highest ranked vendor, in an amount not to exceed budgeted funds; and

WHEREAS, funding for this request were budgeted in the current Fiscal Year, CIP - Public Works Fund – “Improvement”, Account No. 301.80005.500634.

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 to negotiate and to enter into a contract agreement with R&D Electric Corp for the design, replacement and installation of new LED Lights along the Exterior of the City of Doral Government Center and the Parking Garage in an amount not to exceed budgeted funds. Funds for this request were budgeted in the current Fiscal Year, CIP - Public Works Fund – “Improvement”, Account No. 301.80005.500634.

Section 3. Authorization. The City Manager is authorized to execute the contract 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 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	Yes
Councilwoman Christi Fraga	Yes

PASSED AND ADOPTED this 13 day of August, 2019.



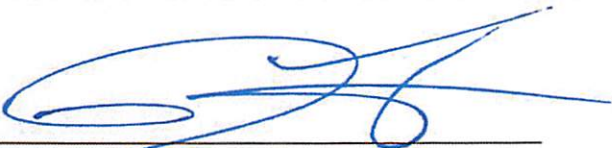
JUAN CARLOS BERMUDEZ, MAYOR

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

RFP # 2019-21

Design and Installation of Exterior Lighting System and Controls

June 20, 2019

	Name	Company	Telephone No.	Email Address
1	Nick Giannoutsos	Advanced Integration Technologies	561-990-1275	njiannoutsos@aitechFL.com
2	Gonzalo Phruos	G & R Electric Corp	305-796-1047	gproject@bellsouth.net
3	MIGUEL MARTINEZ	CANSECO ELECTRICAL CONSTR	305 265 9909	MMARTINEZ@CANSECOELECTRIC.COM
4	DOREL BAILA	SESCO LIGHTINGS	561 617 0069	dbaila@sescolighting.com
5	Kevin O'Leary	Smart Led Concepts	954 2781817	Kevin@smartledconcepts.com
6	RS RUSTELLO	LED ARE US	305-519-7352	roy@LEDAREUS.COM
7	Craig Grillo	Sesco Lighting	561-324-8866	CGrillo@sescolighting.com
8	Rafael Echarrri	R&D Electric	305 3036450	Rafael@RDElectricinc.com.
9	FABRICE FELLEGGINO	LIGHTWORKS	954-401-5314	ffelleggino@lightworksflorida.com
10	ERIC MENDOZA	R+D REMODELING	786-899-1485	ERICMIVANSELLS@GMAIL.COM
11	Bernardo Tancredi	BTA Multiprojects	609 2166939	bernietancredi@gmail.com
12	Rich Pepic	Gray bar	(786)626-8091	richard.pepic@graybar.com
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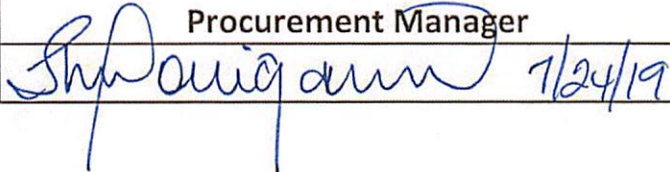


CITY OF DORAL

RFP NO. 2019-21

DESIGN AND INSTALLATION OF EXTERIOR LIGHTING SYSTEMS AND CONTROL - PHASE I BID TABULATION

List of Respondents	Committee Member 1 (Max 100 pts)	Committee Member 2 (Max 100 pts)	Committee Member 3 (Max 100 pts)	Committee Member 4 (Max 100 pts)	Committee Member 5 (Max 100 pts)	Total Score
G & R Electric Corp.	65	74	92	67	60	358
R & D Electric Inc.	80	76	95	90	83	424

Reviewer's Name (Print):	Tanya Donigan
Title:	Procurement Manager
Reviewer's Signature:	 7/24/19