

RESOLUTION NO. 22-07-886

AUTHORIZE/SIGN GRAYBAR ELECTRIC COMPANY, INC. SERVICES AGREEMENT  
DOOR ACCESS REPLACEMENT PROJECT

MIAMI COUNTY AUDITOR/IT DEPARTMENT

Mr. Westfall moved and Mr. Simmons seconded the motion to authorize and sign the attached *Graybar Electric Company, Inc. "Services Agreement"*, as requested by the Miami County IT Department. The Services Agreement sets forth the general scope of work for the upgrades to the primary door access control system for the Miami County owned buildings. On July 19, 2022, by Resolution No. 22-07-865, the Miami County Commissioners approved the primary door access control system upgrade at a cost not to exceed \$308,909.37, to be paid from Fund 198.

The Board voted as follows upon roll call:

Mr. Mercer, Yea;

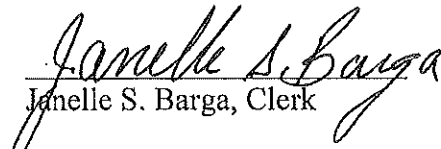
Mr. Westfall, Yea;

Mr. Simmons, Yea;

DATED: July 26, 2022

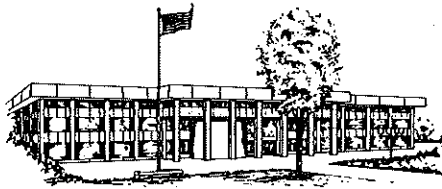
CERTIFICATION

I, Janelle S. Barga, Clerk to the Board of Miami County Commissioners, do hereby certify that this is a true and correct transcript of action taken by the board under the date of July 26, 2022.

  
Janelle S. Barga, Clerk

Cc: Journal  
Files ✓  
Auditor/IT – Adam Emswiler  
Carrie





*County of Miami*

**MATTHEW W. GEARHARDT  
AUDITOR**

Board Members:

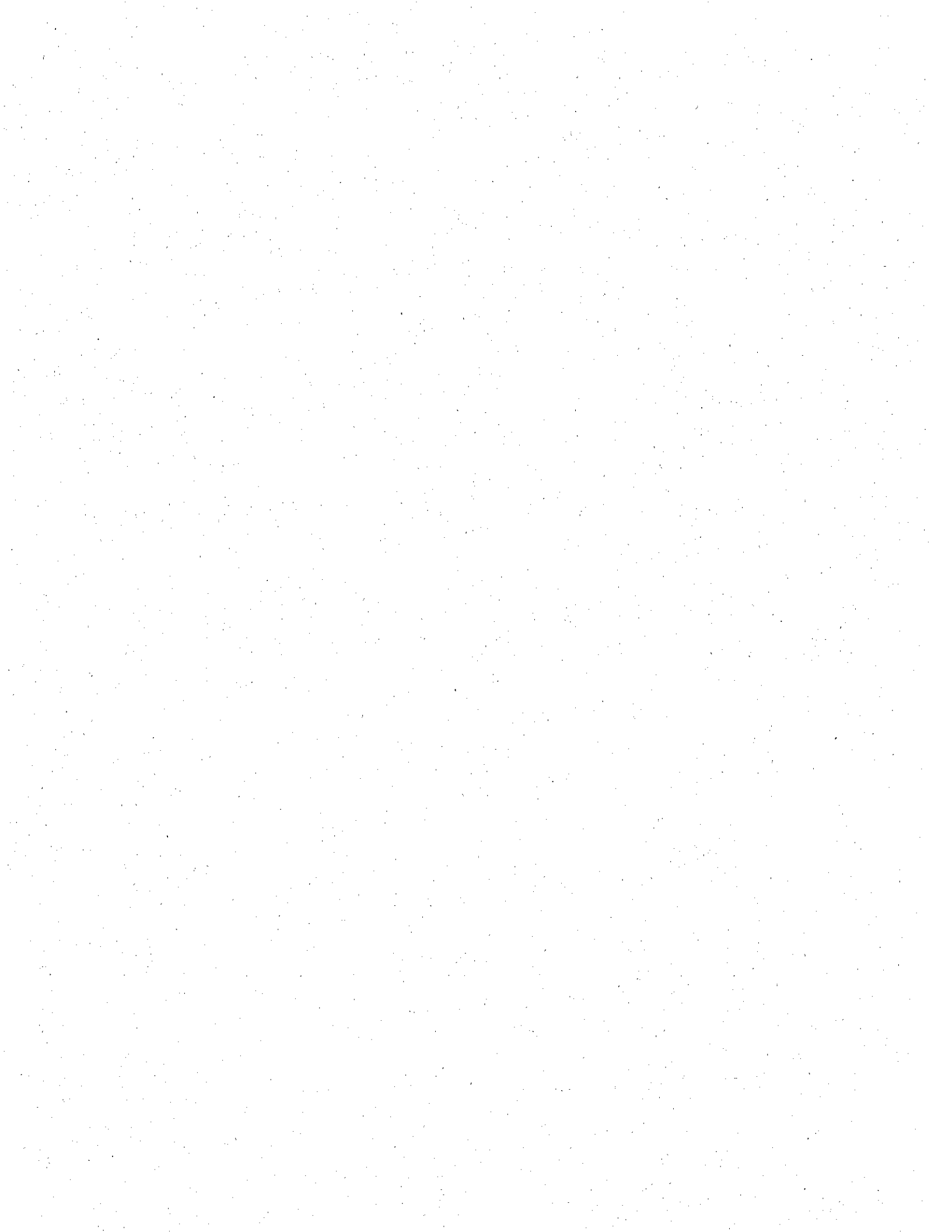
The Miami County IT Department is requesting the attached Services Agreement between Graybar Electric Company, Inc. of St. Louis Missouri and Miami County Ohio be signed to proceed with the door access replacement project approved on Resolution 22-07-865.

This agreement was approved as to form by Miami County Prosecutors Office on July 19, 2022.

Respectfully,

A handwritten signature in black ink, appearing to read 'Adam Emswiler', is positioned below the word 'Respectfully,'.

Adam Emswiler  
Director  
Miami County IT Department



## SERVICES AGREEMENT

**THIS SERVICES AGREEMENT** ("Agreement") is made effective on the 19th day of April, 2022 by and between Miami County ("Owner"), with an address at 201 West Main Street, Troy OH, 45373, and Graybar Electric Company, Inc. ("Supplier"), with a corporate address at 34 N. Meramec Avenue, St. Louis, MO 63105.

**PROPERTY:** Multiple buildings in Miami County

**GENERAL SCOPE OF WORK:** Upgrade of the access control system in multiple buildings.

Owner desires to hire Supplier to perform the Work at the Property in accordance with Supplier's Proposal, which is accepted by Owner and attached hereto and made a part hereof as Attachment A.

The Parties agree as follows:

1. **The Work.** Supplier agrees to perform the Work set forth in the Supplier's Proposal in Attachment A. Owner acknowledges that Supplier is not a licensed subcontractor in all jurisdictions and that, when applicable, Supplier will subcontract all services requiring licensure to an appropriately licensed subcontractor.
2. **Commencement.** Supplier will start the Work when notified by Owner and will perform the Work with diligence and promptness as requested by Owner and as mutually agreed upon by the parties. Supplier requires a minimum of 30 days prior notice before commencing Work.
3. **Contract Price.** Subject to the Standard Terms and Conditions attached to this Agreement as Attachment B, Owner agrees to pay Supplier for the performance of the Work the total sum of \$308,909.37, subject to additions and deductions for changes requested or approved by Owner (the "Contract Price"). This price is based on prevailing wages.
4. **Terms and Conditions.** The Standard Terms and Conditions, which are attached to this Agreement as Attachment B, are incorporated into this Agreement and govern all work performed by Supplier and its Subcontractors. In the event that any provision of any invoice, acknowledgment, quotation, proposal, delivery ticket, authorization, work order, schedule, purchase order, or other document whatsoever provided by either party to the other party conflicts with the provisions in this Agreement, the provisions of this Agreement shall control. This Agreement may be modified only by a writing signed by both parties.

5. **Special Provisions:**

**List of Attachments:** The following Attachments are part of this Agreement:

- Attachment A – Supplier's Proposal
- Attachment B – Standard Terms and Conditions

6. Payment Terms:

Supplier will diligently pursue and substantially complete all work within a reasonable time. Supplier estimates substantial completion ("Substantial Completion") will occur approximately 120 days from commencement. The Project will be considered substantially complete upon any of the following: (a) issuance of a government certificate of occupancy, final or temporary; (b) notice from Supplier that the work has been completed if a certificate of occupancy is not required; or (c) the Project is usable for the intended purpose.

Materials will be delivered to the sites and payment will be due in normal terms of Net 30 as the material will be in the possession of Miami County. Labor will be billed in two installments, the first at 50% completion of the project and the final at 100% completion. Labor invoices are also due Net 30 from billing date.

Payments are due within thirty days from the submission to Owner of an invoice or application for payment.

7. Complete Agreement. This Agreement sets forth the entire and integrated agreement between Owner and Supplier and supersedes any and all prior agreements, representations, and negotiations. No verbal agreement or conversation with any representative or employee of Supplier, either before or after execution of the Agreement, shall affect or modify any of the terms or obligations of this Agreement.

[Owner] Ted Sumner Deputy AS →

Graybar Electric Company, Inc.

By: [Signature]

By: [Signature]

Title: Miami County Commissioners

Title: MSB COM/DATA

Date: 7/26/2022

Date: 7/14/2022

Approved As To Form Only  
By: [Signature] ADA  
Miami County Prosecutor's Office

ATTACHMENT A

**Headend Upgrades**

**Access Control System Upgrade for The Communication Center**

Provide and install:

- 2 8 door controllers
- 1 4 door controller
- Programming and testing

**Access Control System Upgrade for The Courthouse**

Provide and install:

- 4 8 door controllers
- Programming and testing

**Access Control System Upgrade for The Courthouse 2**

Provide and install:

- 1 4 door controller
- Programming and testing

**Access Control System Upgrade for The Engineering Facility**

Provide and install:

- 1 8 door controller
- 1 4 door controller
- Programming and testing

**Access Control System Upgrade for The Hobart Building**

Provide and install:

- 7 8 door controllers
- 1 4 door controller
- Programming and testing

**Access Control System Upgrade for The Incarceration Facility**

Provide and install:

- 1 8 door controller
- 1 4 door controller
- Programming and testing

**Access Control System Upgrade for The Jobs and Family**

Provide and install:

- 2 8 door controller
- Programming and testing

**Access Control System Upgrade for The Safety Building Basement**

Provide and install:

- 5 8 door controllers
- Programming and testing

**Access Control System Upgrade for The Safety Building Basement 2**

Provide and install:

- 1 4 door controller  
Programming and testing

**Access Control System Upgrade for The Safety Building 1<sup>st</sup> Floor**

Provide and install:

- 2 8 door controller  
Programming and testing

**Access Control System Upgrade for The Safety Building 2<sup>nd</sup> Floor**

Provide and install:

- 3 8 door controllers
- 1 4 door controller  
Programming and testing

**Access Control System Upgrade for The Safety Building 3<sup>rd</sup> Floor**

Provide and install:

- 3 8 door controllers
- 1 4 door controller  
Programming and testing

**Access Control System Upgrade for The Sanitary Engineer**

Provide and install:

- 2 8 door controllers
- 1 4 door controller.  
Programming and testing

**Access Control System Upgrade for The Transfer Station**

Provide and install:

- 1 8 door controller  
Programming and testing of 4existing doors

**Access Control System Upgrade for The Sheriff Training Building**

Provide and install:

- 1 8 door controller
- 1 4 door controller  
Programming and testing

**Access Control System Upgrade for The Transit Building**

Provide and install:

- 1 8 door controller
- 1 4 door controller  
Programming and testing



## \*New Locations and Doors

### New Access Control System for The Power Plant Building

Provide and install:

- 1 4 door controller
  - 1 Overhead door
  - 2 Man doors
- Programming and testing

### New Access Control System for The Cherry St. Garage

Provide and install:

- 1 2 door controller
  - 1 Overhead door
  - 1 Man door
- Programming and testing

### New Access Control System for The Harrison St. Garages

Provide and install:

- 1 2 door controller (Building B)
  - 1 4 door controller (Building C)
  - 1 Man door (Building B)
  - 4 Overhead doors (Building B&C)
- Programming and testing

### New Access Control System for The Incarceration Garage

Provide and install:

- 1 2 door controller
  - 1 Overhead door
  - 1 Man door
- Programming and testing

### New Access Control System for The West Central Garage

Provide and install:

- 1 1 door controller
  - 1 Man door
- Programming and testing

### New Access Control Door Locations at Existing Locations

Provide and install:

- 1 Courthouse for Human Resource
- 3 Safety Building IT Rooms
- 1 Safety Building Server Room
- 1 Safety Building 2<sup>nd</sup> floor IDF Room
- 1 Hobart Center 1<sup>st</sup> floor IDF Room
- 1 Hobart Center 2<sup>nd</sup> floor IDF Room
- 1 Hobart Center Roof Access
- 1 Job & Family Server Room

- 1 Training Center IDF Room  
Programming and testing

**\*New Features in Existing Locations**

Provide and Install:

- 1 Connection to emergency ext for judges to arm/disarm
- 2 Push to exit buttons for records room
- 1 Push to Exit button reworked for safety building 1<sup>st</sup> floor
- 1 Push to exit button safety building 3<sup>rd</sup> floor
- 1 Lockdown feature in Courthouse added  
Programming and testing

Material Costs: \$129,967.95

Installation & Labor: \$178,941.42

Total: \$308,909.37

**Note:**

3 year parts and labor warranty on all new hardware and installation done as part of this contract. It is assumed that all existing door hardware is in good working order. Any adjustments will be completed on a time and material basis.

It is assumed that the existing cabling is in good working order. Any replacements will be completed on a time and material basis.

This does not include permit fees or inspections if needed they will be done on a time and material basis.

**Includes:**

All work during normal business hours  
Testing, training, and documentation

**Exclusions:**

Sales tax  
Permit fees  
Drywall patch work  
Plywood backboard  
Prevailing wage costs  
120-volt power for panels  
Conduit raceways, pull strings and back boxes  
Replacement of ceiling tiles damaged prior to work being completed

ATTACHMENT B

SUPPLY AND INSTALLATION

STANDARD TERMS AND CONDITIONS

1. **Contractual Conditions.** These Standard Terms and Conditions are not binding until Owner has authorized Supplier to commence work by execution of the Services Agreement.
2. **Warranty.**
  - A. **Workmanship:** Supplier warrants that the Work will be performed in a good and workmanlike manner in accordance with the Supplier's Proposal.
  - B. **Material Warranty:** Supplier warrants that all materials sold to Owner (the "Products") are free of any security interest, and Supplier will make available to Owner all transferable warranties made to Supplier by the manufacturer of the Products.
  - C. **Entire Warranty:** SUBJECT TO ANY DIFFERENT OR ADDITIONAL WARRANTIES PROVIDED IN ATTACHMENT A, SUPPLIER MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE WORK OR THE PRODUCTS, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WITHOUT LIMITATION OF THE PRECEDING SENTENCE, THE WARRANTIES OF THIS SECTION 2 DO NOT COVER ANY FAILURE OR DEFECT RESULTING FROM: (I) SUBSTRATE DETERIORATION OR MOVEMENT, (II) WATER INFILTRATION, (III) HARMFUL CHEMICALS, FUMES OR VAPORS, (IV) VANDALISM OR PHYSICAL ABUSE, (V) LACK OF PROPER MAINTENANCE AND REPAIR, (VI) UNAUTHORIZED PENETRATIONS OR REPAIRS, OR (VII) ACTS BEYOND THE REASONABLE CONTROL OF SUPPLIER, SUCH AS FIRE, FLOOD, EARTHQUAKE, TORNADO, EXPLOSIONS, ACTS OF GOD OR OTHER CATASTROPHIC EVENTS.
  - D. **Supplier's Obligation:** Supplier shall correct, or shall cause its Subcontractor to correct, any defects due to a breach of the foregoing warranties, which appear on or before the earlier of (i) eighteen (18) months after the first delivery of the Products to the Property, or (ii) twelve (12) months after Substantial Completion of the Work (the "Warranty Period"). Supplier's obligation and liability under the foregoing warranties are limited to the repair or replacement of any defective workmanship or materials, at the Property, and shall not in any case extend to any loss of anticipated profits, rents, shutdown or non-operation of the facility, or other consequential loss suffered by Owner from any cause, including defects covered by this paragraph.
  - E. **Notice:** Any warranty claim must be presented in writing to Supplier prior to the expiration of the Warranty Period, or the claim shall be waived.
  - F. **Product Exclusions:** UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF GRAYBAR, PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH (I) ANY SAFETY APPLICATION OR THE CONTAINMENT AREA OF A NUCLEAR FACILITY, OR (II) IN A HEALTHCARE SITUATION, WHERE THE PRODUCTS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES.
3. **Permits.** Unless otherwise provided in the Agreement, all building, construction, and other permits required for the Work shall be obtained by Owner with Supplier's assistance but at no cost to Supplier.
4. **Other Charges.** The Contract Price shall include applicable sales and use tax. However, Owner shall pay any other charges upon the sale, use, transportation, production or installation of the material, structures, or real

property additions and improvements in excess of those covered by this Agreement. If Supplier is required to pay any such charges, Owner shall promptly reimburse Supplier.

5. **Performance Dates.** The schedule, if stated in the Agreement or the Supplier's Proposal, is approximate and is not guaranteed by Supplier. Supplier shall not be liable for delays in delivery, fabrication or installation when such delays result from acts of government, acts of God, adverse weather, war, riot, labor disputes, civil insurrection or any other causes beyond Supplier's reasonable control, and the date of performance shall be adjusted for any such delays. Supplier shall not be responsible for damages for delayed completion.
6. **Contract Amendments.** Either Supplier or Owner may propose changes to the Work, and such changes shall be incorporated into the Work as long as each party agrees in writing upon the appropriate adjustments to the Contract Price and the schedule (each such writing being a "Change Order").
7. **Facility/Site Conditions.** Owner shall provide adequate and safe working and storage areas, utilities, and reasonable access to the Property. Owner shall pay any additional costs incurred by Supplier as a result of variations in the conditions of the Property (including but not limited to conditions that were not reasonably anticipated by Supplier.)
8. **Hazardous Conditions.** Upon execution of this Agreement, Owner will provide notice of any hazardous or dangerous conditions on the Property. In the event that Supplier encounters material on the site that is reasonably believed to be a hazardous substance, including without limitation, asbestos-containing material, Supplier will immediately stop work in the area affected and report the condition to the Owner.
  - A. Upon Supplier's notice, Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported and, in the event such material or substance is found to be present, to cause it to be rendered harmless. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of Owner and Supplier. By Change Order, the schedule shall be extended appropriately and the Contract Price shall be increased in the amount of Supplier's reasonable additional costs of shut-down, delay and start-up.
  - B. Omitted.
9. **Labor.** Supplier will use non-union labor for the performance of the Work. If use of union labor or the payment of prevailing wages is required, the Contract Price will be modified to reflect the cost of using union labor or paying prevailing wages.
10. Omitted.
11. **Insurance.**
  - A. **Owner's Insurance.** Owner will procure and maintain Commercial General Liability insurance from commencement of the Work until twelve (12) months after the Work is finally completed. The limit of liability under such insurance shall be at least \$1,000,000 for any one occurrence. Owner shall also purchase and maintain for the term of the Agreement both property and casualty insurance for the full replacement value of the Property and statutory workers compensation insurance.
  - B. Owner and Supplier waive all rights of subrogation for workers compensation claims.
  - C. **Supplier's Insurance.** Supplier shall purchase and maintain insurance of the following types of coverage and limits of liability:
    1. Commercial General Liability (CGL) \$1,000,000
    2. Business Automobile Liability \$1,000,000
    3. Umbrella \$1,000,000
    4. Worker's Compensation Statutory Limits

- D. Supplier will name Owner as an additional insured on commercial general liability insurance policies upon request with respect to Supplier's negligence in its performance under this Agreement.
12. **Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE ARISING OUT OF ANY WORK PERFORMED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFIT, BUSINESS INTERRUPTION, INTEREST, INCREASED EXPENSES OF OPERATION OF THE PROJECT, THE FACILITY OR OTHER FACILITIES, OR SPECIAL CONSEQUENTIAL LOSS OR DAMAGE, ARISING FROM ANY CAUSE WHATSOEVER (WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE), ALL REGARDLESS OF WHETHER SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH LOSSES. To the fullest extent permitted by law, the total liability, in the aggregate, of Supplier to Owner or anyone claiming by or through Owner, for any and all liabilities, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Supplier's services or the Work, from any cause or causes whatsoever, including without limitation, negligence, strict liability, warranty, or breach of contract, shall not exceed the Contract Amount.
13. **Cancellation.** Upon cancellation of this Agreement prior to completion of the Work, Owner shall be responsible to Supplier for all costs of cancellation, including (1) the proportionate Contract Price for all Work completed, whether shipped or not, prior to Supplier's receipt of notice or cancellation; (2) all costs incurred by Supplier in connection with Work not completed at the time notice of cancellation is received; (3) Supplier's full anticipated fee for this Agreement [Alternative: 25% of Supplier's anticipated profit/fee for the portion of the Work not performed]; and (4) all expenses incurred by Supplier by reason of such cancellation, including costs arising from termination of subcontractors and vendors. This clause shall not limit nor apply to Owner's remedies in the event Supplier breaches or fails to perform any of the material terms of this Agreement; provided, however, that Supplier's liability shall be subject to the limitation of liability set forth in these Terms and Conditions.
14. **Default.**
- A. If Owner fails to make payment for a period of thirty (30) days after the date the payment is due, Supplier may, upon three (3) days' written notice to Owner, terminate this Agreement and recover from the Owner payment for Work performed and for loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead and profit applicable to the Project.
- B. If Supplier fails to perform a provision of this Agreement or neglects to carry out the Work in accordance with this Agreement, within fifteen (15) days after receipt of written notice of such default from Owner, then Owner may perform or correct such deficiencies and may deduct the reasonably documented cost thereof from the payment due Supplier. If the unpaid balance of the Contract Price exceeds the cost of finishing the Work, such excess shall be paid to Supplier, but if such costs exceed such unpaid balance, Supplier shall pay the difference to Owner, subject to the limitation of liability set forth in these Terms and Conditions.
15. **Choice of Law.** This Agreement and any disputes arising under or related to it shall be governed by the laws of the State of Missouri.
16. **Assigns.** Neither party shall assign this Agreement without written consent of the other party. Notwithstanding the foregoing, Supplier will be permitted, without the prior written consent of Owner, to subcontract all or portions of the Work to third party subcontractors and/or to assign this Agreement to an affiliate of Supplier.
17. **Attorneys' Fees.** In any proceeding or other action brought by one party against the other party to enforce or interpret the terms of this Agreement, or to resolve any dispute concerning any of the services, work, or obligations of this Agreement or any other matter arising out of this Agreement, the prevailing party in such proceeding or action shall be entitled, in addition to such other relief the court may grant, to an award of its costs and expenses incurred in connection with the proceeding or action, including, but not limited to, reasonable fees and disbursements of its attorneys.



RESOLUTION NO. 22-07-865

RESCIND RESOLUTION NO. 22-03-377  
PRIMARY DOOR ACCESS CONTROL SYSTEM PROJECT

AUDITOR/IT DEPARTMENT

Mr. Westfall introduced the following resolution and moved it be adopted:

WHEREAS, on March 31, 2022, by Resolution No. 22-03-377, the Board of Miami County Commissioners accepted the quote from Garber Electrical Contractors aka Garber Connect, Englewood, OH and authorized services to replace the primary door access control system for the Miami County owned buildings, in an amount not to exceed Three Hundred Nine Thousand Three Hundred and Thirty-Two Dollars (\$309,332.00), to be paid from Fund 198 account 463900; and

WHEREAS, the Miami County IT Department Director has requested that the said resolution be rescinded due to reasons of adding additional primary doors and to utilize Graybar Electric of Clayton, Missouri, who utilize Garber Electrical Contractors of Englewood, Ohio to perform the project at a cost not to exceed \$308,909.37, not \$309,332.00 as previously approved.

NOW, THEREFORE BE IT RESOLVED, by the Board of Miami County Commissioners, to rescind Resolution No. 22-03-377, and authorize the replacement of the primary door access control system as requested by the IT Department Director using Graybar Electric, Clayton, Missouri at a total cost not to exceed \$308,909.37, to be paid from ARPA funds from account 198-00250.

Mr. Simmons seconded the motion and the Board voted as follows upon roll call:

Mr. Simmons, Yea;

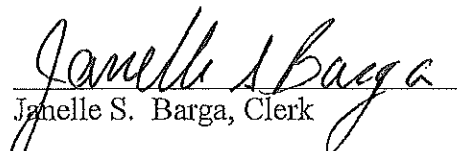
Mr. Mercer, Yea;

Mr. Westfall, Yea;

DATED: July 19, 2022

CERTIFICATION

I, Janelle S. Barga, Clerk to the Board of Miami County Commissioners, do hereby certify that this is a true and correct transcript of action taken by the Board under the date of July 19, 2022.

  
Janelle S. Barga, Clerk

Cc: Journal  
Files ✓  
Auditor/IT – Adam Emswiler  
MCC – Carrie Vaughan





RESOLUTION NO. 22-07-

RESCIND RESOLUTION NO. 22-03-377  
PRIMARY DOOR ACCESS CONTROL SYSTEM PROJECT

AUDITOR/IT DEPARTMENT

Mr. introduced the following resolution and moved it be adopted:

WHEREAS, on March 31, 2022, by Resolution No. 22-03-377, the Board of Miami County Commissioners accepted the quote from Garber Electrical Contractors aka Garber Connect, Englewood, OH and authorized services to replace the primary door access control system for the Miami County owned buildings, in an amount not to exceed Three Hundred Nine Thousand Three Hundred and Thirty-Two Dollars (\$309,332.00), to be paid from Fund 198 account 463900; and

WHEREAS, the Miami County IT Department Director has requested that the said resolution be rescinded due to reasons of adding additional primary doors ~~and to request exit sensors as requested by various departments as well as add additional buildings to the new system.~~ Further, to utilize Graybar Electric of Clayton, Missouri, who utilize Garber Electrical Contractors of Englewood, Ohio to perform the project.

NOW, THEREFORE BE IT RESOLVED, by the Board of Miami County Commissioners, to rescind Resolution No. 22-03-377, and authorize the replacement of the primary door access control system as requested by the IT Department Director using Graybar Electric, Clayton, Missouri at a total cost not to exceed \$308,909.37, to be paid from ARPA funds from account 198-00250.

Mr. Mercer seconded the motion and the Board voted as follows upon roll call:

Mr. Westfall, Yea;

Mr. Simmons, Yea;

Mr. Mercer, Yea;

DATED: July 19, 2022

C E R T I F I C A T I O N

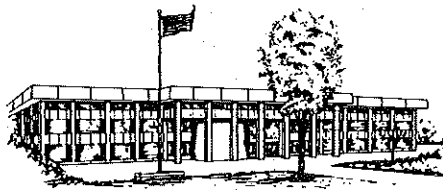
I, Janelle S. Barga, Clerk to the Board of Miami County Commissioners, do hereby certify that this is a true and correct transcript of action taken by the Board under the date of July 19, 2022.

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Janelle S. Barga, Clerk

Cc: Journal  
Files  
Auditor/IT – Adam Emswiler  
MCC – Carrie Vaughan





*County of Miami*

**MATTHEW W. GEARHARDT  
AUDITOR**

Board Members:

The Miami County IT Department is asking to rescind Resolution No. 22-03-377 and authorize the replacement of the primary door access control system utilized in the majority of buildings at Miami County, add additional doors and request to exit sensors that have been requested by various departments, as well as add additional buildings to the new system. The older Honeywell system was implemented in 2014 and most of the primary controllers are no longer sold or supported by the Manufacturer. In order to update our system, the existing units will need to be replaced, which will require various other upgrades to be installed as well with the current system.

Two vendors, Waibel Energy Systems and Garber Electrical Contractors (on behalf of Graybar Electric), were brought in to look at our current system and provide pricing to upgrade or replace the current system while adding feature sets that were requested by the Sheriff's Office for security purposes, the IT Department for better integration to the camera systems and ease of use, in addition to verifying full compliancy to the Ohio Fire Codes for all the doors on the system. Each of these vendors are part of a purchasing alliance that Miami County is a member of. As such, only the two competitive quotes were received and not placed out for bid.

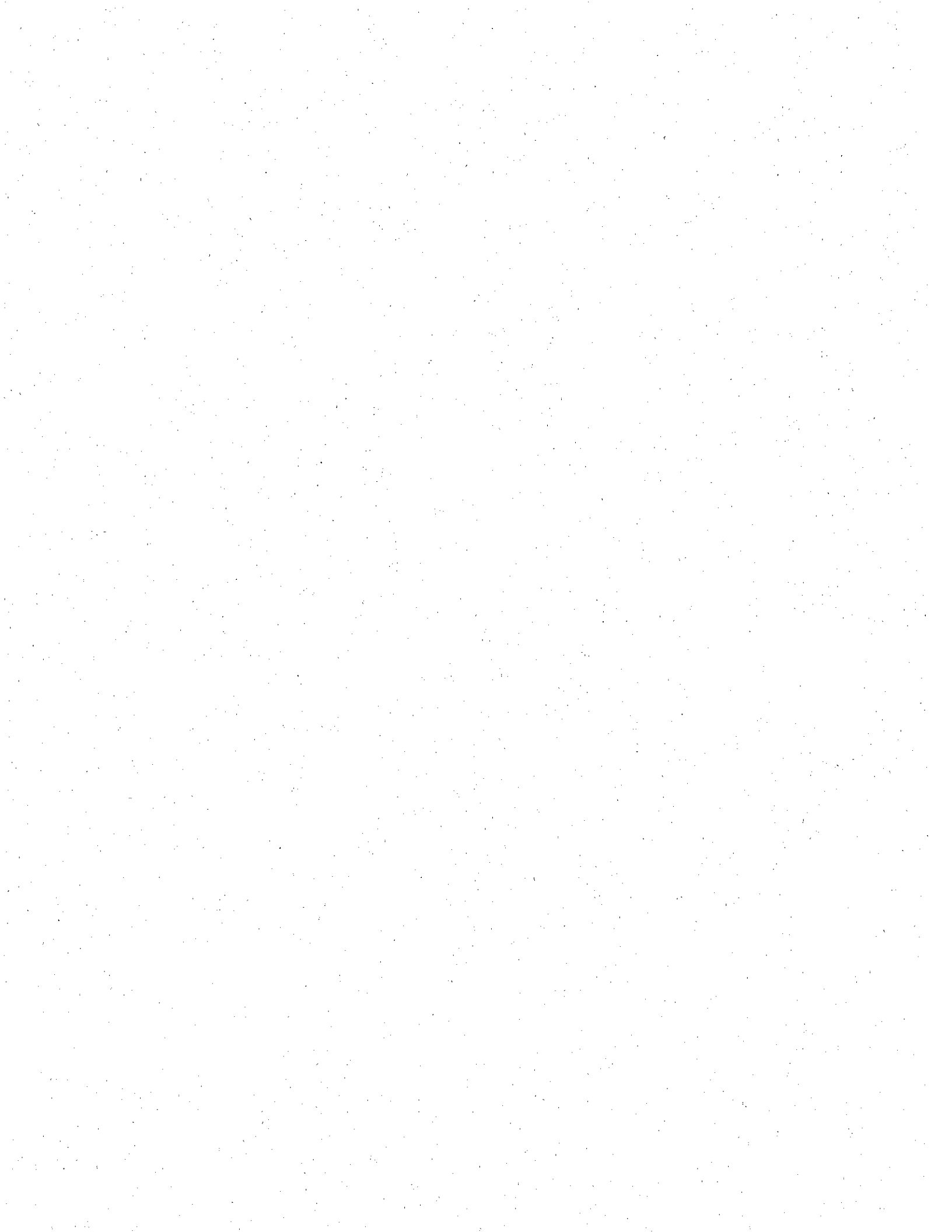
The Miami County IT Department is recommending Graybar Electric of Clayton, Missouri, who utilize Garber Electrical Contractors of Englewood, OH to perform the project. This project is planned to not to exceed \$308,909.37, with all new doors and all new buildings approved.

The Miami County Data Board approved this in their regular meeting on March 9, 2022.

The ARPA Committee recommended using ARPA funds for payment on March 24, 2022. Cost is to be paid using unrestricted ARPA Funds from account 19800250 463900.

Respectfully Submitted,

Adam Emswiler  
Director  
Miami County IT Department





730 EAST FOURTH ST  
 DAYTON OH 45402-2226  
 Phone: 937-542-2000  
 Fax: 937-461-6105

To: Miami County Commissioners  
 Facilities Maintenance  
 201 W. Main Street  
 TROY OH 45373-3239  
 Attn: Adam Emswiler  
 Phone: 937-440-5900  
 Fax: 937-440-5911  
 Email: BRIAN.NELSON@GRAYBAR.COM

Date: 04/20/2022  
 Proj Name: ACCESS CONTROL  
 GB Quote #: 0240448183 Rev-1  
 Release Nbr:  
 Purchase Order Nbr:  
 Additional Ref#  
 Valid From: 04/13/2022  
 Valid To: 05/12/2022  
 Contact: Brian Nelson  
 Email: brian.nelson@graybar.com

**Proposal**

We Appreciate Your Request and Take Pleasure In Responding As Follows

Item	Item/Type	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100		15 EA	ALTRONIX	T2KK38		\$586.92	1	\$8,803.80
200		13 EA	ALTRONIX	T3KAK33F16V	TROVE3KA3 W/ TKA3 BACKPLANE	\$1,412.44	1	\$18,361.72
GB Part #: 26435122		UPC #:						
300		30 EA	DORMAKABA CANADA	CA8500NB	NO BOX NO ENCLOSURE DOOR CONTROLLER KIT	\$1,872.34	1	\$56,170.20
GB Part #: 25421536		UPC #:						
400		10 EA	DORMAKABA CANADA	CA4500NB	NO BOX NO ENCLOSURE DOOR CONTROLLER KIT	\$1,064.80	1	\$10,648.00
GB Part #: 25421535		UPC #:						
500		4 EA	DORMAKABA CANADA	CA250NB	NO BOX NO ENCLOSURE DOOR CONTROLLER KIT	\$674.22	1	\$2,696.88
GB Part #: 25421534		UPC #:						
700		3 EA	ALTRONIX	T16100	TRNSFMER W ENCL UL CSA	\$49.05	1	\$147.15

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 determined at the time of order placement.

To: Miami County Commissioners  
 Facilities Maintenance  
 201 W. Main Street  
 TROY OH 45373-3239  
 Attn: Adam Emswiler

Date: 04/20/2022  
 Proj Name: ACCESS CONTROL  
 GB Quote #: 0240448183 Rev-1

## Proposal

We Appreciate Your Request and Take Pleasure In Responding As Follows

GB Part #: 22119558    UPC #: 78223993290

800	3 EA	ALTRONIX	AL6000ULACM		\$283.84	1	\$851.52
900	22 EA	DORMAKABA CANADA	NETCOM2P	NTWK COMM BOARD	\$211.32	1	\$4,649.04

GB Part #: 25106088    UPC #:

1000	31 EA	DORMAKABA CANADA	CIM	COMMUNICATION INTERLINK MODULE	\$104.89	1	\$3,251.59
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GB Part #: 25500776    UPC #:

1100	110 EA	DORMAKABA USA	BB12-7	12VDC 7 AH BATTERY (1)	\$24.58	1	\$2,703.80
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GB Part #: 25073905    UPC #: 78594399220

1200	15 EA	DORMAKABA USA INC	TS-2		\$38.60	1	\$579.00
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1300	1 EA	DORMAKABA USA	8310 DSS 40	SINGLE MAGNET	\$319.44	1	\$319.44
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GB Part #: 25073960    UPC #: 78594301766

1400	15 EA	BOSCH SECURITY	DS150I	PIR REQUEST-TO-EXIT SENSOR.	\$76.71	1	\$1,150.65
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GB Part #: 25646704    UPC #:

1500	15 EA	DORMAKABA CANADA	K-PROX3	MULLION MOUNT PROXIMITY READER	\$84.35	1	\$1,265.25
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GB Part #: 25863765    UPC #:

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 determined at the time of order placement.

To: Miami County Commissioners  
 Facilities Maintenance  
 201 W. Main Street  
 TROY OH 45373-3239  
 Attn: Adam Emswiller

Date: 04/20/2022  
 Proj Name: ACCESS CONTROL  
 GB Quote #: 0240448183 Rev-1

## Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

1600	8,000 EA	PRYSMIAN CABLES	2C22/4C22/3P22 FS/4C18-CMP- YW-R	4EPL1S.41.05	\$870.24	1000	\$6,961.92
GB Part #: 25166854 UPC #: 07940729382							
1700	1,000 EA	IDEAL IND	30-454	WINGNUT 454 BLUE 25PC/BOX	\$545.29	1000	\$545.29
GB Part #: 88134968 UPC #: 78325030454							
1800	2 EA	VELCRO USA	30987	3/4IN VELCRO BLK FIRE RTD 25YDS	\$31.55	1	\$63.10
GB Part #: 26353045 UPC #: 07596730987							
1900	5,000 EA	BERK-TEK INC	6P4P24-BL-P- BER-AP-NS	10136226	\$247.82	1000	\$1,239.10
GB Part #: 25101606 UPC #: 10136226010							
2000	100 EA	ALLEN TEL	AT8X8SC-2224	8 COND PLUG FOR 22/24 GA	\$53.69	100	\$53.69
GB Part #: 91017915 UPC #: 79915855682							
2100	44 EA	LEVITON ELECTRICAL	61110-BI6	CAT 6+ IVORY 25 PK	\$160.33	1	\$7,054.52
GB Part #: 22117343 UPC #: 07847720832							
2200	4 EA	HOME DEPOT	597468G	3/4X4X8 FIRE RATED PLYWOOD - GRAY	\$170.00	1	\$680.00
GB Part #: 26365509 UPC #:							
2300	1 EA	DORMAKABA CANADA	EAUR-911	AURORA ENHANCED LOCKDOWN MODULE	\$793.67	1	\$793.67
GB Part #: 26373993 UPC #:							

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To: Miami County Commissioners  
Facilities Maintance  
201 W. Main Street  
TROY OH 45373-3239  
Attn: Adam Emswiller

Date: 04/20/2022  
Proj Name: ACCESS CONTROL  
GB Quote #: 0240448183 Rev-1

## Proposal

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2400	1 EA	DORMAKABA CANADA	EAUR-CL10	10 LICENSES FOR AURORA SOFTWARE	\$978.62	1	\$978.62
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GB Part #: 26516096 UPC #:

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2600	1 EA	GARBER ELECTRICAL	LABOR & INSTALLATION		\$178,941.42	1	\$178,941.42
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Total in USD (Tax not included): \$308,909.37

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To: Miami County Commissioners  
Facilities Maintenance  
201 W. Main Street  
TROY OH 45373-3239  
Attn: Adam Emswiler

Date: 04/20/2022  
Proj Name: ACCESS CONTROL  
GB Quote #: 0240448183 Rev-1

## Proposal

We Appreciate Your Request and Take Pleasure In Responding As Follows

### 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 or services ("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 for goods shall be those in effect at time of shipment, which shall be made F.O.B. shipping point, prepaid and bill. Unless otherwise indicated in the applicable quotation or statement of work, prices for services shall be those in effect at the time of completion. The contract price for goods and/or services shall be increased by the amount of any applicable tariff, excise, fee, assessment, levy, charge or duty of any kind whatsoever, imposed, assessed or collected by any governmental body, whether or not reflected in the costs charged to Graybar, and Graybar may increase its cost for goods and/or services appropriately to take into account such increases in Graybar's costs.
- 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. Returns will not be accepted for services or any material which has been modified at the request of or by Buyer. In addition, no custom orders may be returned.
- 4. TAXES** - Prices shown do not include sales or other taxes imposed on the sale of goods or services. Taxes now or hereafter imposed upon sales, shipments or services 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 of goods or services occasioned by acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond Graybar's reasonable control, including, but not limited to, sourcing, shipment or delivery issues caused by, related to or resulting from COVID-19 or other similar national or global health situations. Factory shipment or delivery dates are best estimates, and in no case shall Graybar be liable for any consequential or special damages arising from any delay in provision of services, 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. Buyer acknowledges that the performance of any service which alters the manufacturer provided goods as indicated in the statement of work may void the manufacturer's warranty. Graybar shall use the same care and skill a similarly situated provider of like services would exercise following commonly accepted industry practices in the performance of its duties under this agreement. 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, re-performance of the services, 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. Unless otherwise agreed in the applicable statement of work, acceptance of services will occur not more than five (5) days after completion of performance.
- 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, and any associated statement of work, supersedes 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.
- 17. CANCELLATION; CHANGES FOR SERVICES** - Buyer may cancel or make changes to a statement of work up to five (5) business days prior to commencement of the work. All changes and cancellations after such date are subject to Graybar's prior written approval in Graybar's sole and absolute discretion. Buyer shall pay to Graybar amounts necessary to cover cancellation, restocking fees and other charges applicable to the cancelled goods or services including those incurred or committed to by Graybar.

Signed: \_\_\_\_\_

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RESOLUTION NO. 22-03-377

ACCEPT QUOTE/AUTHORIZE PURCHASE  
PRIMARY DOOR ACCESS CONTROL SYSTEM PROJECT

AUDITOR/IT DEPARTMENT

Mr. Westfall introduced the following Resolution and moved for its adoption:

WHEREAS, the “American Rescue Plan Act of 2021” (ARP), H.R. 1319, Public Law 117-2, was signed into law by the President of the United states on March 11, 2021; and

WHEREAS, Section 603(b)(3) of the ARP sets aside a sum of funds available to Counties for use in accordance with its provisions referred to as the “Coronavirus Local Fiscal Recovery Fund” (CLFRF); and

WHEREAS, the US Treasury adopted various rules attached to the use of these funds, having issued a final Rule on January 6, 2022; and

WHEREAS, Section 35.6(d) of the Final Rule provides for the use of a “standard allowance” or for the use of a calculation formula by which an entity may determine the amount of “revenue loss”, pursuant to Section 603(c)(1)(C) OF ARP, but provides that recipients “must make a one-time election” between those options; and

WHEREAS, the election provided for under Section 35.6(d)(1) of the Final Rule allowing a recipient to take up to \$10,000,000 as a standard allowance provides the County with more certainty as to exactly how much “revenue loss” funds may be used to provide for “the provision of government services” over the multi-year performance period allowed for use of ARP funds; and

WHEREAS, the Miami County Auditor/IT Department has requested to replace the primary door access control system utilized in the majority of the Miami County owned buildings and to add additional doors and exit sensors for various departments. Further add additional buildings to the new system; and

WHEREAS, the current Honeywell system was implemented in 2014 and in order to update to the new system, existing units will need to be replaced, which will require various other upgrades to be installed for the new system; and

WHEREAS, the scope of services includes a tie-in of the sheriff’s secure access into county access control system; active directory tie-in for authentication; integrated ID badge printing; and the option to tie-in intrusion systems for badge arm and disarm. Further provide documentation when completed of proper fail safe/fail open functionality of all doors; and

WHEREAS, Miami County is part of the Ohio Purchasing Alliance and as such only two vendors were sought as the updated system is exempt from the competitive bidding requirements; and

WHEREAS, the ARPA Committee has on March 24, 2022 recommended the use of ARPA unrestricted funds to provide the resources to meet and address emergent public health needs as the updated system will provide integration for checkpoints at the Courthouse and Safety Building and environmental lockdown for threat levels, etc., wherein the costs and the need for such service has been compounded by the pandemic; and

SECTION 2. This Board finds and determines that all formal actions of this Board and any of its committees concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with Ohio's Sunshine Laws, including Section 121.22 of the Revised Code.

NOW THEREFORE be it FURTHER RESOLVED by the Board of Miami County Commissioners to accept the quote from Garber Electrical Contractors aka Garber Connect, Englewood, OH and authorize services to replace the primary door access control system for the Miami County owned buildings, in an amount not to exceed Three Hundred Nine Thousand Three Hundred and Thirty-Two Dollars (\$309,332.00), to be paid from Fund 198 account 463900.

Mr. Simmons seconded the motion and the Board voted as follows upon roll call:

Mr. Mercer, Yea;

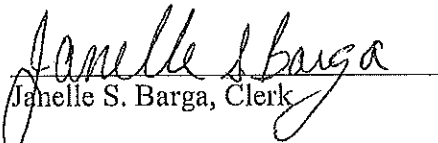
Mr. Westfall, Yea;

Mr. Simmons, Yea.

DATED: March 31, 2022

#### CERTIFICATION

I, Janelle S. Barga, Clerk to the Board of Miami County Commissioners, do hereby certify that this is a true and correct transcript of action taken by the Board under the date of March 31, 2022.

  
Janelle S. Barga, Clerk

cc: Journal  
Files  
Auditor/IT Department – Adam Emswiler ✓  
MCC – Carrie Vaughan

## Adam Emswiler

---

**From:** Gary E. Link  
**Sent:** Monday, March 14, 2022 12:46 PM  
**To:** Adam Emswiler  
**Cc:** Charlotte Colley  
**Subject:** RE: Potential ARPA Funded Project

Adam,

I have good news to report. The ARPA committee has recommended you get ARPA funds for your door access control project. Charlotte Colley has also endorsed it. On the 24<sup>th</sup> it will be our next Commissioners briefing and I'll bring it to their attention and hopefully they will approve your request. I'll keep you posted.

Gary

---

**From:** Adam Emswiler  
**Sent:** Wednesday, March 9, 2022 9:49 AM  
**To:** Gary E. Link <GLink@MiamiCountyOhio.gov>; Charlotte Colley <CColley@MiamiCountyOhio.gov>  
**Subject:** Potential ARPA Funded Project

Good Morning,

I was asked to email you regarding our upcoming door access control project to see if ARPA funds may be approved for use for this item. If there is a special form to be filled out, or additional questions, please do not hesitate to let me know.

The Miami County IT Department is looking to replace the primary door access control system utilized in most buildings at Miami County, add additional doors and request to exist sensors that have been requested by various departments, as well as add additional buildings to the system. The older Honeywell system was implemented in 2014 and most of the primary controllers are no longer sold or supported by the Manufacturer. In order to update our system, the existing units will need to be replaced, which will require various other upgrades to be required as well.

Two vendors (Waibel Energy Systems, and Garber Electrical Contractors) were brought in to look at our current system and provide pricing to upgrade or replace the current system while adding feature sets that were requested by the Sheriff's Office for security purposes, the IT Department for better integration to the camera systems and ease of use, as well as to verify full compliancy to the Ohio Fire Codes for the doors. Each vendor is part a purchasing alliance that Miami County is a member of. As such, only the two competitive quotes were received, as the purchasing alliance bypasses the need for RFP/RFB.

I have attached a few files for review:

- Door Access Locations.doc – this is an overview of what we currently have in place, additional doors and request for exit sensors, and additional buildings to be added to the system, as well as a list of requirements that each vendor will need to provide with their solutions.
- Project Cost Comparison.xlsx – this provides a break-down of the base cost, cost per additional door, and cost per additional building for each vendor.
- Garber – Miami County Access Control.pdf – this is Garber's proposal and white-sheets of what is being installed.
- Waibel – NCPA Door Access Proposal 2-4-2022.docx – this is Waibel's proposal.

We are presenting to the Miami County Data Board on 3/9/2022 at 11 AM to get their approval to continue. The Commissioner's approval will be required afterwards.

Please let me know if there are any concerns or additional questions.

Thanks,

Adam Emswiler

Director

Miami County IT Department

510 W. Water St.

Suite 013

Troy, OH 45373

(937) 440-5440 : Main

(937) 440-5441: Direct

