

PORT ST. LUCIE CITY COUNCIL  
AGENDA ITEM REQUEST

Meeting Date: September 12, 2011

Public Hearing \_\_\_\_\_ Ordinance \_\_\_\_\_ Resolution \_\_\_\_\_ Motion X

Item: 20110052- Golf Maintenance Labor Services for the Saints Golf Course

Recommended Action:

Approval to reject the Award and Contract documents with MVP360 a Division of Barnett Management to provide Golf Maintenance Labor Services for the Saints Golf Course and award General Labor Staffing Services, Inc., the Contract for this scope of work. This is a one (1) year Unit Pricing Contract with an option to renew for an additional four (4)–one (1) year terms, contingent upon satisfactory service. There will be an annual price redetermination based on the U.S. Department of Labor Statistics, Consumer Price Index (All Urban Consumers).

Exhibits: Department memo attached [X] yes [ ] no  
MVP360 memo of withdrawal

Summary Explanation/Background Information:

This RFP was issued to replace the current golf course maintenance employees with temporary staffing – MVP360 was originally awarded this contract but was unable to meet all requirement of the Contract and withdrew their bid. We are recommending that the Award go to General Labor Staffing Services, Inc. who were the second choice bidder and have met all requirements and qualifications. With this award, the City will still be saving approximately \$145,000.00 per year and is the best value proposal. Subcontractor agrees to VISA participation. This is a one (1) year contract with four (4) – one (1) year renewal options.

Purchase is not a replacement

Purchase was budgeted.

Department requests expenditure from the following: Budgeted Amount: \$145,000.00

Fund	421	PSL Saints Golf Course
Cost Center	7250	Golf Course Maintenance
Object Code	5340	Other Contractual Services
Project		

Director of OMB concurs with award: CR City Manager concurs with award: JAB

Department requests \_\_\_\_\_ minutes to make a presentation.

Submitted by: Sherman Conrad, Parks and Recreation Director

Date Submitted: 8-25-11

**RECEIVED**  
*Sherman Conrad*

**RECEIVED**

AUG 31 2011

AUG 26 2011

City Manager's Office

City Manager's Office



## INTER-OFFICE MEMO

TO: Lisa Lawrence, Contract Specialist, OMB

FROM: Sherman Conrad, Director, Parks & Recreation *SC*

Re: RECOMMENDATION – LABOR MAINTENANCE @ SAINTS

DATE: August 25, 2011

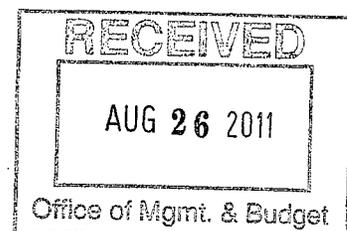
Please allow this memo to serve as my recommendation to reject the Award and Contract documents with MVP360, a division of Barnett Management, to provide Golf Maintenance Labor Services for the Saints Golf Course, and award General Labor Staffing Services, Inc., the contract for this work.

If there is anything further that I can do to proceed toward this goal, please let me know. Thank you in advance for your time in this regard.

SC;pr

cc: Greg Oravec, Assistant City Manager  
Curt Wichern, Golf Course Administrator  
Ralph Dakin, Golf Superintendent  
Patty Lipp, Administrative Assistant, Assistant City Manager

2195 SE Airoso Blvd.  
Port St. Lucie, FL 34984  
Telephone: (772) 878-2277  
Fax: (772) 871-5290



**Lisa Lawrence**

---

**From:** Darron Grotolo [DGrotolo@barnettmgmt.com]  
**Sent:** Tuesday, August 23, 2011 3:53 PM  
**To:** Lisa Lawrence  
**Subject:** MVP360 withdraw

This is my letter of intent to withdraw from the bidding process for temporary labor at the City of Port St. Lucie golf course called The Saints.

**Darron C. Grotolo**  
Cell (954)605-0508  
FAX (866)524-3380  
[dgrotolo@barnettmgmt.com](mailto:dgrotolo@barnettmgmt.com)



*"We Will Get The Job Done!"*

August 25, 2011

City of Port St. Lucie  
Attn: Lisa Marie Lawrence  
Contract Specialist  
121 SW Port St. Lucie Blvd.  
Building "A", Suite 390  
Port St. Lucie, FL 34984

RE: Bond / Proposal

Dear Lisa Marie,

I am writing you this letter in regards to the Proposal on June 7<sup>th</sup> to the City of Port St. Lucie and the requirements you are requesting for the bond to be obtained and guarantying this will be done.

Should you have any questions please feel free to contact me at your convenience.

Kind Regards,

A handwritten signature in cursive script that reads "Gerry Califano".

Gerry Califano  
President

**CITY OF PORT SAINT LUCIE  
CONTRACT #20110052**

This CONTRACT, executed this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a Municipal Corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and **General Labor Staffing Services, Inc., (GL Staffing), A Florida Corporation, 1709 Banks Road, Building "A", Unit 5, Margate, Fl, 33063 (Telephone No. (954)973-8350, Fax No. (954)973-8393)**, hereinafter called "Contractor", party of the second part.

**RECITALS**

In consideration of the below agreements and covenants set forth herein, the parties agree as follows *to provide trained, competent and experienced golf course maintenance workers to maintain the grounds at the Saints Golf Club, The City of Port St. Lucie will provide supervision and all tools and equipment necessary to perform all maintenance duties as described in the Scope of Work. Contractor(s) must provide transportation and all necessary insurances to legally provide requested services.*

**CONTRACT SUPERVISOR**

As used herein the Contract Supervisor shall mean Ralph Dakin at 772- 807-4453 or his designee.

**SECTION I  
DESCRIPTION OF SERVICES TO BE PROVIDED**

The specific work that the Contractor has agreed to perform pursuant to the Bid Specifications #20110052, **Golf Maintenance Labor Services at the Saints Golf Course**, including "Scope of Work" hereby incorporated by this reference.

**SECTION II  
TIME OF PERFORMANCE**

Contract period shall commence \_\_\_\_\_ and terminate \_\_\_\_\_. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Contract Supervisor until all work specified in the bid specifications has been rendered.

**SECTION III  
COMPENSATION**

The total amount to be paid by the City to the Contractor in full, monthly, upon completion of service provided Contract Supervisor approves invoice as provided in Section XII. Contractor shall invoice the City for the amount of the indemnification payment and said invoice shall accompany the signed Contracts.

The Contractor shall not be paid additional compensation for any loss or damage, arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the performance of the work, or for any expenses incurred by or in consequence of the suspension or discontinuance of the work.

**Base Bid Unit Pricing:**

Item	Item Description	Hourly Rate
1	Supervisor/Vendor on Premise (VOP)	\$16.20
2*	Skilled Labor	\$10.80
3	Unskilled Labor (Optional)	\$9.86

**O/T Unit Pricing:**

Item	Item Description	Hourly Rate
1	Supervisor/Vendor on Premise (VOP):	\$24.30
2	Skilled Labor	\$16.20
3	Unskilled Labor	\$14.79

**\*This contract is based on the skilled labor rate of \$10.80 per hour per man.**

**Scope of Work**

Mowing, weeding, tilling, raking, digging, sodding, seeding, trimming, edging, mulching, verticutting, aerifying, topdressing, fertilizing. Perform litter control functions and clean restrooms and other various duties. Must have knowledge of landscape maintenance, turf installation and irrigations systems. Worker must have knowledge and must be able to operate vehicles and equipment and perform preventative maintenance functions on the vehicles, tractors and power equipment provided by the City as listed below.

Essential and mandatory equipment:

- Toro tri plex 3100
- Toro 3100 sidewinder
- Toro 3020 sand pro
- Toro workman 3200
- Toro workman 1100
- John Deere pro gator
- Stihl and red max weed eaters and stick edger's
- Stihl chain saws, pole saw and hedge trimmers
- Toro 6500D fairway mower
- Toro 4000D Batwing
- Toro mid duty utility cart
- Troy built push mower 21"
- Tru Turf roller
- Club Car turf II
- Back pack and hand held blowers

#### Additional Equipment used

- John Deere Tractor 4120.
- Toro pro core 1298 & 648
- Toro multi pro sprayer 1250 & 5500
- Toro 1000 walk mower
- Bob Cat skid steer loader
- Dakota turf tender 410
- John Deere tractor 4600

Must have the ability to reasonably communicate in English to establish and maintain effective working relationships with City employees and the public.

Education and/or Experience Requested: Two years of grounds maintenance experience.

While performing the duties of this Job, the employee is regularly required to walk, stand, kneel, bend, crawl, use hands to finger, handle, or feel, reach with hands and arms talk and hear. The employee is frequently required to lift and/or move up to 50 – 80 pounds and climb a ladder up to 15 feet in height. Specific vision abilities required by this job include close vision, distance vision, color vision and ability to adjust focus. While performing the duties of this Job, the employee is frequently exposed to fumes, chemicals, fertilizers, airborne particles and outside weather conditions.

Contractor must provide the City with driver's license and criminal back round check for all personnel assigned. The City has the right to request these documents and the Bidder shall provide these documents within 7 days of personnel placement. **Contractor to provide a copy of their company Safety Manual/Policy and Procedures with signed Contracts.**

#### **City Owned Vehicles – Lease laborers are not to permitted to operate City owned on road vehicles.**

Invoices for services shall be submitted once a month, by the 10th of the month, and payments shall be made within thirty (30) days unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made provided the submitted invoice is accompanied by adequate supporting documentation and approved by Contract Supervisor as provided in Section XII.

No payment for projects involving improvements to real property shall be due until Contractor delivers to City a complete release of all claims arising out of the Contract or receipts in full in lieu thereof, and an affidavit on his personal knowledge that the releases and receipts include labor and materials for which a lien could be filed.

All invoices and correspondence relative to this Contract must contain the Purchase Order number and Contract number.

#### **SECTION IV CONFORMANCE WITH BID**

It is understood that the materials and/or work required herein are in accordance with the bid made by the Contractor pursuant to the Invitation to Bid and Specifications on file in the Office of Management and Budget of the City. All documents submitted by the Contractor in relation to said bid, and all documents promulgated by the City for inviting bids are, by reference, made a part hereof as if set forth herein in full.

**SECTION V  
INDEMNIFICATION / INSURANCE**

Pursuant to Section 725.06, Florida Statutes, CONTRACTOR agrees to indemnify, defend, and hold harmless the CITY, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent act, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of the construction contract. As consideration for this indemnity provision the CONTRACTOR shall be paid the sum of ten dollars (\$10.00), which will be added to the contract price, and paid prior to commencement of work.

The CONTRACTOR shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by CONTRACTOR are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONTRACTOR under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization; other than the City of Port St. Lucie and the CITY shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to Section 768.28, Florida Statutes, under its self insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

The CONTRACTOR shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage should apply on a primary basis. Should scope of work performed by CONTRACTOR qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with duty to defend, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for Completed Operations (should be ISO CG20101185 or CG20371001 & CG20100704) under the General Liability policy. Products & Completed Operations: coverage to be provided for a minimum of 5 years from the date of possession by owner or completion of contract. Coverage is to be written on an occurrence form basis

and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interest's provision as provided under the standard ISO form separation of insurers' clause. There shall be no exclusion for Mold, Silica or Respirable Dust or Bodily Injury or Property Damage arising out of heat, smoke, fumes or ash from a hostile fire. General liability to Leased employees use of not owned equipment.

Proposer shall maintain Employment Practices Liability covering all leased employees with limit of not less than \$1,000,000 per occurrence. For policies written on a claim made basis, coverage should include Full Prior Acts. If not available, policy should include a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an occurrence form or there is a change in retroactive date, Proposer must purchase an extended reporting period rider during the life of this contract of not less than three (3) years. Coverage is to apply on a primary basis. Coverage should be issued on a duty to defend basis and include coverage for wrongful termination, harassment, discrimination, retaliation, employment-related libel or slander, wrongful failure to employ and promote. Coverage should include third party liability.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read "City of Port St. Lucie, political subdivision of the State of Florida, its officers, employees and agents, and Contract #20110052 for the **Golf Maintenance Labor Services at the Saints Golf Course, Port St. Lucie** shall be listed as additionally insured". The Certificate of Insurance and policy shall unequivocally provide thirty- (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage there under. Said liability insurance must be acceptable by and approved by the City as to form and types of coverage. In the event that the statutory liability of the City is amended during the term of this Contract, to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage should be attached to the Certificate of Insurance. All independent contractors and subcontractors utilized in this project must furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

The CONTRACTOR shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the CONTRACTOR does not own any automobiles; the Business Auto Liability requirement shall be amended allowing CONTRACTOR to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

The CONTRACTOR shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then CONTRACTOR shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the

policy specifically prohibits such an endorsement, or voids coverage should CONTRACTOR enter into such a Contract on a pre-loss basis.

It shall be the responsibility of the CONTRACTOR to ensure that all subcontractors comply with the same insurance requirements referenced above.

All deductible amounts shall be paid for and be the responsibility of the CONTRACTOR for any and all claims under this Contract.

The CONTRACTOR may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form," the City shall be endorsed as an "Additional Insured."All deductible amounts shall be paid for and be the responsibility of the CONTRACTOR and/or any subcontractor for any and all claims under this Contract

The City, by and through its Risk Management Department, reserves the right, but not the obligation, to review and reject any insurer providing coverage.

The failure on the part of the Vendor to execute the Contract and/or punctually deliver the required Insurance Certificates and other documentation will be cause for the annulment of the award.

### **PERFORMANCE AND PAYMENT BONDS**

Contractor shall furnish an acceptable Performance and Payment Bond complying with the statutory requirements set forth in Chapter 255.05, Law of Florida, in the amount of \$20,000.00. A fully authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in effect until one (1) year after work required has been completed and accepted by the Municipality.

### **SECTION VI PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS**

Subject to the laws of the State of Florida and of the United States, neither Contractor nor any Subcontractor, supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

### **SECTION VII WORK CHANGES**

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion. Any and all changes must be authorized by a written change order signed by the City Manager or his designee as representing the City. Work shall be changed and the Contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the Contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties.

**SECTION VIII  
COMPLIANCE WITH LAWS**

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and work done is to comply with all local, state and federal laws and regulations. Contractor will comply with the requirements of 28 C.F.R. § 35.151.

**SECTION IX  
CLEANING UP**

On completion of the work, Contractor shall remove all equipment and all excess materials, and put the work area in a neat, clean and sanitary condition.

**SECTION X  
NOTICE OF PERFORMANCE**

Not Applicable

**SECTION XI  
DELIVERY DOCUMENTATION**

Not Applicable

**SECTION XII  
INSPECTION AND CORRECTION OF DEFECTS**

Not Applicable

**SECTION XIII  
ADDITIONAL REQUIREMENTS**

In the event of any conflict between the terms and conditions, appearing on any purchase order issued relative to this Contract, and those contained in this Contract and the Specifications herein referenced, the terms of this Contract and Specifications herein referenced shall apply. If there is a conflict between the Contract and specifications, the Contract will control.

**SECTION XIV  
LICENSING**

Contractor warrants that he possesses all licenses and certificates necessary to perform required work and is not in violation of any laws. Contractor warrants that his license and certificates are current and will be maintained throughout the duration of the Contract.

## SECTION XV SAFETY PRECAUTIONS

Precaution shall be exercised at all times for the protection of persons, including employees, and property. The safety provisions of all applicable laws and building and construction codes shall be observed. All personnel are required to wear PPE in the process of the work including eye protection, hearing protection, respiratory protection as necessary, gloves, hard hat, approved safety boots with steel or composite toes and any other PPE as necessary for the work. This equipment shall be provided by the bidder.

## SECTION XVI ASSIGNMENT

Contractor shall not delegate, assign or subcontract any part of the work under this Contract or assign any monies due him hereunder without first obtaining the written consent of the City.

## SECTION XVII TERMINATION, DELAYS AND LIQUIDATED DAMAGES

A. Termination of Contract. If the Contractor refuses or fails to deliver material as required and/or prosecute the work with such diligence as will insure its completion within the time specified in this Contract, or as modified as provided in this Contract or as extended pursuant to section XXI of this Contract, the City by written notice to the Contractor, may terminate Contractor's rights to proceed. Upon such termination, the City may take over the work and prosecute the same to completion, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work. The City may also in event of termination obtain undelivered materials, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred for such material. Contractor and his sureties shall also be liable to the City for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, tools, equipment and facilities as may be on the site of the work and necessary therefore.

B. Liquidated Damages for Delays. If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by the delay) the Contractor shall provide to the City five hundred dollars (**\$500.00**) as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be jointly and severally liable to the City for the amount thereof.

C. Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work or delivery of materials due to: (1) any acts of the Federal Government, including controls or restrictions or requisitioning of materials, equipment, tools or labor by reason of war, national defense or any other national emergency, (2) any adverse acts of the City, (3) causes not reasonably foreseeable by the parties at the time of the execution of the Contract that are beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of another Contractor in the performance of some other Contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions, and (4) any delay of any Subcontractor occasioned by any of the above mentioned causes. However, the Contractor must promptly notify the City in writing within two (2) days of official notice of scheduled delivery or scheduled

work of the cause of delay. If, on the basis of the facts and the terms of this Contract, the delay is properly excusable the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

The City may terminate this Contract with or without cause by giving the vendor/Contractor thirty (30) days notice in writing. Upon delivery of said notice and upon expiration of the thirty (30) day period, the vendor/Contractor shall discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all related existing third party Contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder and no charges, penalties or other costs shall be due Contractor except for work timely completed.

### **SECTION XVIII LAW AND VENUE**

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce this Contract shall be in St. Lucie County, Florida.

### **SECTION XIX REIMBURSEMENT FOR INSPECTION**

Not Applicable

### **SECTION XX APPROPRIATION APPROVAL**

The Contractor acknowledges that the City of Port Saint Lucie's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Contractor agrees that, in the event such appropriation is not forthcoming, the City may terminate this Contract and that no charges, penalties or other costs shall be assessed.

### **SECTION XXI RENEWAL OPTION**

Contractor shall submit a request in writing, three (3) months prior to the termination of this Contract, to provide the identical services required in this Contract for the identical period of time in the subsequent calendar period for up to four (4) one (1) year renewals. There will be an annual price redetermination based on the U.S. Department of Labor, Bureau of Labor Statistics, and Consumer Price Index - All Urban Consumers. If City agrees that said services are required and the negotiated cost is acceptable, then the City may extend this Contract for the additional term.

**NOTE: Contractor may exercise the option to renew by submitting a written submission three (3) months prior to the termination of the Contract period.**

**SECTION XXII  
ENTIRE CONTRACT**

The written terms and provisions of this Contract shall supersede all prior verbal statements of any official or other representative of the City. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract documents.

IN WITNESS WHEREOF, the parties have executed this Contract at Port St. Lucie, Florida, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

By: \_\_\_\_\_  
Jerry A. Bentrott, City Manager

ATTEST:

By: \_\_\_\_\_  
Karen A. Phillips, City Clerk

By: \_\_\_\_\_  
Authorized Representative: **General Labor Staffing Services, Inc.**

State of: \_\_\_\_\_

County of: \_\_\_\_\_

Before me personally appeared: \_\_\_\_\_ )  
(please print)

Please check one:

Personally known \_\_\_\_\_

Produced Identification: \_\_\_\_\_  
(type of identification)

Identification No.: \_\_\_\_\_

and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that \_\_\_\_\_ executed said instrument for the purposes therein expressed.  
(he/she)

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Notary Signature

Notary Public: State of \_\_\_\_\_ at Large.

My Commission Expires: \_\_\_\_\_.

(seal)