

PORT ST. LUCIE CITY COUNCIL  
AGENDA ITEM REQUEST

COUNCIL ITEM 7I  
DATE 1/23/12

Meeting Date: January 23, 2012

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

Item: Contract #20120034, Davco Electrical Contractors Corp. - Maintenance, repair, supplies and installation services for City's sports lighting & related electrical systems.

Recommended Action:

Waive the bidding, good cause shown, Chapter 35.04 (C), approve entering into a contract with Davco Electrical Contractors Corp. for the maintenance, repair, and installation services for City's sports lighting and related electrical systems and for any additional emergencies or hazard repairs. Term of the contract is February 1, 2012 through January 31, 2013 with two (2) one-year renewal options. Purchase orders will be issued as needs arise and approved budget allows.

Exhibits: Department memo attached [ X ] yes [ ] no

Copy of Contract #20120034 with pricing based on Palm Beach County School District Contract #11C-45T.

Summary Explanation/Background Information:

Davco is the area's primary contractor for Musco Sports Lighting of South Florida providing installs, maintenance, repairs, and warranty services. Davco stocks Musco Lighting products and parts, have knowledge of City's facilities, have original systems construction plans readily available for review as needed. Davco has provided the City with storm damage repairs and excellent and timely services in the past. Davco has agreed to contract with the City for the same prices as their contract /Bid #11C-45T with The School District of Palm Beach County, Florida, that was competitively bid March, 2011.

Purchase is not a replacement

Purchase ( xx ) was budgeted ( ) was not budgeted.

Estimated Annual Expenditure: \$ 35,000.00 for maintenance and repairs.

Emergencies or hazard repairs beyond this estimate would be considered as needed and as approved budget allows.

Department requests expenditure from the following:

Fund	001	General Fund
Cost Center	7210	Parks & Recreation
Object Code	5340	Contractual services
Project	00000	

Director of OMB concurs with award: 

City Manager concurs with award: 

Submitted by: *Sherman Conrad*

Title: *Director, P&R*

Date Submitted: *1/11/12*

**RECEIVED**

JAN 13 2012

City Manager's Office

## MEMORANDUM

To: City Council

From: Jerry A. Bentratt, City Manager

Date: January 13, 2012

Re: **Waive Bidding Process**

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The Parks and Recreation Department is requesting to waive the bidding process and approve a contract with Davco Electrical Contractors Corp for maintenance, repairs and installation services on their sports lighting systems. The requested contract will be based on the prices found in a School District of Palm Beach County contract that resulted from a sealed bid they conducted. Conducting a sealed bid would not likely achieve better prices than those found in this contract. The City has used this vendor in the past for emergency work and has confidence in their ability. Davco is also familiar with our facilities and lighting equipment.

Under chapter 35.04 (C) and by recommendation of this office, the City Council may waive the bidding process for good cause. Please advise if any further information is needed.

JAB:dkp

# MEMORANDUM

TO: Dave Pollard, Director, Office of Management and Budget

THROUGH: Sherman Conrad, Director, Parks & Recreation

FROM: Brad Keen, Parks Administrator *BBK SC*

Re: RECOMMENDATION – Approval of Contract #20120034  
(Davco Electrical Contractors Corp.)

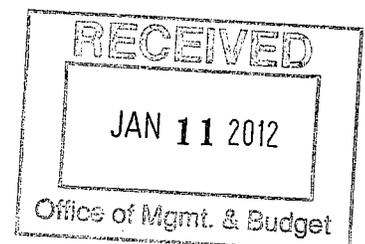
DATE: January 11, 2012

Please allow this memo to serve as my recommendation to waive the bidding process and approve Contract #20120034 with Davco Electrical Contractors Corp., to provide their services to maintain repair and install the City's sports lighting and related electrical systems. Davco Electrical Contractors Corp. has agreed to provide said services based on their pricing of their contract with The School District of Palm Beach County, Florida (Bid/Contract #11C-45T). Funds are available in #7210-534000 to pay for services rendered.

I further request that this item be placed on the upcoming January 23<sup>rd</sup>, City Council agenda for their consideration and approval.

If you require further information, please advise. Thank you for your time and assistance with this item.

cc: S. Conrad, P&R Director  
G. Oravec, Assistant City Manager  
P. Lipp, Administrative Assistant, Assistant City Manager  
P. Roberts, Administrative Assistant, P&R  
file



**CITY OF PORT SAINT LUCIE  
CONTRACT FORM**

This CONTRACT, executed this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, 121 S.W. Port St. Lucie Boulevard, Port St. Lucie, FL 34984, hereinafter called "City" party of the first part, and Davco Electrical Contractors Corp., a Florida Corporation, 4885 Park Ridge Blvd., Boynton Beach, FL 33426-8316, Telephone No. (561) 732-3434, Fax No. (561) 732-3414, 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:

**NOTIFICATIONS**

As used herein the Contract Supervisor shall mean: Bradley Keen, Parks & Recreation Dept.  
2195 SE Airoso Blvd.  
Port St. Lucie, FL. 34984  
772-344-4005 Ph. 772-871-5290 Fax.  
[BKeen@cityofpsl.com](mailto:BKeen@cityofpsl.com)  
or his designee.

As used herein the Contractor shall mean: Davco Electrical Contractors Corp.  
Mark Komar, Construction Manager  
Civil & Service Divisions  
4885 Park Ridge Blvd.  
Boynton Beach, FL 33426  
561-732-3434 Ph. 561-732-3414 Fax.  
[mkomar@davcoelectric.com](mailto:mkomar@davcoelectric.com)  
or his designee.

As used herein the Contract Administrator shall mean: City of Port St. Lucie  
Office of Management & Budget  
Contract Specialist, as assigned/designated  
121 SW Port St. Lucie Blvd.  
Bldg.A, Ste.390  
Port St. Lucie, FL 34984  
772-871-5223 Ph. 772-871-7337 Fax.  
[GJolly@cityofpsl.com](mailto:GJolly@cityofpsl.com)

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

The specific work that the Contractor has agreed to provide electrical services to maintain, repair and install the City's sports lighting and related electrical systems and for any additional electrical emergencies or hazard repairs for Parks & Recreation's needs. The Contractor has agreed to provide these services based on the pricing of their contract with The School District of Palm Beach County, Florida,

Bid/Contract #11C-45T with a term of 3/21/2011 through 3/20/2013. Contract pricing is detailed in Section III, Compensation.

**SECTION II  
TIME OF PERFORMANCE**

Contract period shall commence February 1, 2012 and terminate January 31, 2013 with two (2) one-year renewal options with pricing to be mutually agreed upon by the City and Davco Electrical Contractors Corp. 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 has been rendered.

**SECTION III  
COMPENSATION**

The total amount to be paid by the City to the Contractor will be determined by each project or service as the needs arise and availability of approved City budget. The Contractor will be paid by the City a \$10.00 indemnification fee on execution of contract as provided in Section V herein. The Contractor will present a quote as requested by the City, based on the contracted prices as follows:

ITEM	DESCRIPTION	REG./HR.	OVERTIME/HR.	PREMIUM/HR.
1	Labor Rate Supervisor	\$ 75.00	\$ 112.50	\$ 112.50
2	Labor Rate Licensed Journeyman	\$ 55.00	\$ 82.50	\$ 82.50
3	Labor Rate Foreman	\$ 60.00	\$ 90.00	\$ 90.00
4	Labor Rate Apprentice	\$ 50.00	\$ 75.00	\$ 75.00
5	Labor Rate Helper/Laborer	\$ 45.00	\$ 67.50	\$ 67.50
6	Labor Rate Additional-Mini excavator w/operator	\$ 70.00	\$ 100.00	\$ 100.00
	Water truck w/operator	\$ 85.00	\$ 120.00	\$ 120.00
7	Materials-25% (Discount from Trade Service Column 3)			
8	Welder w/welding equipment/supplies/torches	\$ 65.00	\$ 97.50	\$ 97.50
9	100' Boom truck/crane w/operator	\$140.00	\$170.00	\$ 170.00
10	55' Bucket truck/crane w/operator	\$ 95.00	\$125.00	\$ 125.00
11	Trencher w/operator	\$ 75.00	\$ 95.00	\$ 95.00
12	Auger truck w/operator	\$140.00	\$170.00	\$ 170.00
13	Utility locator	\$ 65.00	\$ 97.50	\$ 97.50
14	Equipment/Service Additional: Directional Bore 2	\$ 25.00		
15	Equipment/Service Additional: Backhoe w/operator	\$ 80.00	\$ 100.00	\$ 100.00
16	Equipment/Service Additional: 13-yard dump truck w/operator	\$ 85.00	\$ 120.00	\$ 120.00
17	Equipment/Service Additional: Dangle Digger	\$ 110.00	\$ 140.00	\$ 140.00

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.

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 Contract # 20120034 and purchase order number or Visa authorization number.

#### **SECTION IV CONFORMANCE WITH QUOTE REQUESTS**

It is understood that the materials and/or work required herein are in accordance with future individual work request quotes and specifications promulgated from the City of Port St. Lucie's Parks and Recreation Department.

#### **SECTION V INDEMNIFICATION/INSURANCE**

The 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 a one-time amount of ten dollars (\$10.00), which will be paid prior to commencement of work.

The Contractor shall, on a primary basis and at its sole cost and 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 the 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 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 are 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 also to be included. Coverage is to include a cross liability or severability of interests 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.

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 an Additional Insured with a CG20101185 or CG20371001 & CG20100704-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 #20120034, Sports Lighting Maintenance, Repairs, Supplies and Installation**". Said policies shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be acceptable to and approved by the City as to the 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 described limits, the Contractor shall be required, upon receipt of a thirty (30) day written notice from 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 that 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 either 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 either 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."

**Payment & Performance Bonds:** The Contractor shall furnish an acceptable Performance and Payment Bond complying with the statutory requirements set forth in Section 255.05, Florida Statutes, in the amount of 100% of the Contract price should a project's amount warrant such bonding. 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 full force and effect a minimum of one (1) year after the work has been completed and final acceptance of the work is issued by the City.

Should the Surety become irresponsible during the time the Contract is in force, the City may require additional and sufficient sureties and the Contractor shall furnish same to the satisfaction of the City within ten (10) days after written notice to do so. In default thereof, the Contract may be suspended as herein provided.

## 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 on needed projects. Any and all changes must be authorized by a written change order signed by the Director of OMB 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 performed are to comply with all local, state and federal laws and regulations.

**SECTION IX  
CLEANING UP**

Contractor shall, during the performance of this Contract, remove and properly dispose of resulting dirt and debris, and keep the work area reasonably clear. On completion of the work, Contractor shall remove all Contractors' equipment and all excess materials, and put the work area in a neat, clean and sanitary condition.

**SECTION X  
NOTICE OF PERFORMANCE**

When required materials have been delivered and required work performed Contractor shall submit a request for inspection in writing to the Contract Supervisor.

**SECTION XI  
DELIVERY DOCUMENTATION**

Where Contract provides in whole or in part, for the sale and purchase of materials Contractor shall prepare a delivery ticket in triplicate for each shipment of material delivered to the City. The delivery ticket shall be signed by the Contract Supervisor or his/her designee receiving the material. One copy shall be given to the Contract Supervisor or his/her designee with the material. The Contractor shall retain one copy, and one copy shall accompany the Contractor's invoice.

**SECTION XII  
INSPECTION AND CORRECTION OF DEFECTS**

In order to determine whether the required material has been delivered or the required work performed in accordance with the terms and conditions of the Contract documents, the Contract Supervisor shall make inspection as soon as practicable after receipt from the Contractor of a Notice of Performance or delivery ticket. If such inspection shows that the required material has been delivered and

required work performed in accordance with terms and conditions of the Contract documents and that the material and work is entirely satisfactory, the Contract Supervisor shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section III. If, on such inspection the Contract Supervisor is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific respects in which his findings are not favorable. Contractor shall then be afforded an opportunity if desired by him, to correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Contract Supervisor. Such examination, inspection, or tests made by the Contract Supervisor, shall not relieve Contractor of its responsibility to remedy any deviation, deficiency, or defect.

### **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.

### **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 one hundred dollars (\$100.00) 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.

D. 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. All design work performed will become the property of the City at termination of contract and submitted to City in the format the City dictates.

## **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**

The Contractor agrees to reimburse the City for any expenditures incurred by the City in the process of testing materials supplied by the Contractor against the specifications under which said

materials were procured, if said materials prove to be defective, improperly applied, and/or in other manners not in compliance with specifications. Expenditures as defined herein shall include, but not be limited to, the replacement value of materials destroyed in testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the City in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Contractor from other remedies provided in the Contract.

**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**

In the event Contractor offers in writing, prior to the termination of this Contract, to exercise this renewal option to provide the identical services required in this Contract for two one-year renewal periods for a price adjustment that is less than ninety-six (96%) of the amount stated in this Contract and, and the City agrees that said services are required and that the cost is acceptable, then the City, without additional bidding or negotiation, may, with the mutual agreement of the Contractor, extend this Contract at the reduced price 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.

*BALANCE OF PAGE INTENTIONALLY LEFT BLANK*

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: \_\_\_\_\_  
City Manager

ATTEST:  
By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Authorized Representative of Davco Electrical Contractors Corp.

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 \_\_\_\_\_, 20\_\_.

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

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

My Commission Expires \_\_\_\_\_ (seal)