



CITY OF DORAL RECORD (MASTER) COPY TRANSMITTAL FORM

OFFICE OF THE CITY CLERK
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Transmittal From: Parks & Recreation
Department

Delivered by: Maggie Santos
Name

Date of Transmittal: 5/31/11



The following record (master) copy is being transmitted to the Office of the City Clerk:

- | | |
|---|---|
| <input type="checkbox"/> Contract | <input type="checkbox"/> Vehicle Title |
| <input checked="" type="checkbox"/> Agreement | <input type="checkbox"/> Special Magistrate Order |
| <input type="checkbox"/> Lease | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Deed | _____ |
| <input type="checkbox"/> Bond Documentation | _____ |

Is this record (master) copy to be recorded with the County Clerk? Yes No

Description of Record Copy:
Davco Electrical Contractors Agreement -
Volleyball Court Lighting

Office of the City Clerk Administrative Use Only

Received by: Kristha Gomez

Reviewed for completion by: Barbara Heron

Returned to originating Department for the following corrections on N/A
Date

Archived in the Office of the City Clerk on 5/31/11 (Date)

Copy provided in electronic format to originating Department on 5/31/11 (Date)

AGREEMENT

THIS AGREEMENT, made and entered into on this 27th day of May, 2011, by and between Duxco Electrical Contractors Contractor, and The City of Doral, the City:

WITNESETH:

That, the Contractor, for the consideration hereinafter fully set out, hereby agrees with the City as follows:

1. That the Contractor shall furnish all the materials, and perform all of the Work in manner and form as provided by the following enumerated Specifications and Documents in the Contract Documents, which are attached hereto and made a part hereof: Advertisement for Bids, Instructions to Bidders, Bid Form, Award Preference for Identical Tie Bids, Bid Bond, Form of Payment Bond, Form of Performance Bond, Acknowledgement of Conformance with OSHA Standards, List of Proposed Subcontractors, Bidder Qualification Statement, Non-Collusion Affidavit, Sworn Statement Florida Statutes of Public Entity Crimes, Drug-Free Workplace Program, Notice of Award, Agreement, Notice to Proceed.
2. The Contract Time shall commence to run on the day after the City Council makes the Award and the City executes this Agreement and issues the Notice to Proceed.
 - 2.1 The entire project, including all improvements; all related appurtenances; interconnections to other facilities; and, all restoration as required for complete and operable systems as intended by the Contract Documents, shall be substantially completed within sixty (60) calendar days from the date when the Contract Time commences to run (hereinafter referred to as the "Substantial Completion Time").
 - 2.2 The entire project, including all final clean-up and close-out activities as required for complete and operable systems as intended by the Contract Documents, shall be finally completed and ready for final payment within Ninety (90) calendar days from the date when the Contract Time commences to run (hereinafter referred to as the "Final Completion Time").
 - 2.3 Liquidated Damages. The City and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times, or by the dates, specified in Paragraphs 2.1 and 2.2 above, plus any extensions thereof allowed in accordance with the General Conditions 2.0 and Special Conditions 2.7. They also recognize the delays, expense, and

difficulties involved in proving in a legal proceeding the actual loss suffered by the City if the Work is not completed on time.

2.4 Further, Contractor agrees that should the Contractor, or in the case of his default the surety, fail to complete the work as specified in paragraph 2.1 above, as applicable, within the Substantial Completion Time stipulated in the Agreement, or within such extra time granted by the City as provided in the Agreement, the Contractor, or in the case of his default the surety, shall pay to the City for delay and loss of use, and not as a penalty but as liquidated damages, the sum of Five Hundred and 00/100 Dollars (\$500.00) for each calendar day after the completion time specified in paragraph 2.1 above, as applicable, plus any extensions of time granted to the Contractor as provided for in the Agreement, until this portion of the Work has been completed and has been accepted by the City. Default days shall be counted in calendar days, and Sundays and legal holidays shall be excluded.

2.5 Further, Contractor agrees that should the Contractor, or in the case of his default the surety, fail to complete all remaining work as specified in paragraph 2.2 above within the Final Completion Time stipulated in the Agreement, or within such extra time granted by the City as provided in the Agreement, the Contractor, or in the case of his default the surety, shall pay to the City for delay and loss of use, and not as a penalty but as liquidated damages, the sum of Five Hundred and 00/100 Dollars (\$500.00) for each calendar day after the completion time specified in paragraph 2.2 above, as applicable, plus any extensions of time granted to the Contractor as provided for in the Agreement, until all Work has been completed and has been accepted by the Engineer. Default days shall be counted in calendar days, and Sundays and legal holidays shall be excluded.

3.12 Permitting the Contractor to continue and to finish the Work, or any part of it, after the expiration of the contract time(s) allowed, including extensions of time granted to the Contractor, shall in no way act as a waiver on the part of the City of the liquidated damages due under the Agreement. In case of default of the Agreement and completion of the Work by the City, the Contractor and his surety shall be liable for liquidated damages under the Agreement.

3. That the City hereby agrees to pay to the Contractor for the faithful performance of this Agreement, subject to additions and deductions as provided in the Bid Form, in lawful money of the United States, the amount of:



forty-seven thousand two-hundred ninety-two (Written Dollar Amount)

dollars (\$ 47,292.00).

4. That the City shall make monthly payments to the Contractor on the basis of a duly certified and approved estimate of Work performed during each calendar month by the Contractor, less the retainage provided in the General Conditions, which is to be withheld by the City until Work within a particular part has been performed in accordance with this Agreement and until such Work has been accepted by the City.
5. That upon submission by the Contractor of evidence satisfactory to the City that all payrolls, material bills, and other costs incurred by the Contractor in connection with the construction of the Work have been paid in full, final payment on account of this Agreement shall be made within 60 days after the completion by the Contractor of all Work covered by this Agreement and the acceptance of such Work by the City.
6. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the Surety Bond hereto attached for its faithful performance and payment, the City shall deem the Surety or Sureties upon such bond to be unsatisfactory, or if, for any reason such bond ceases to be adequate to cover the performance of the Work, the Contractor shall, at its expense within 5 days after the receipt of notice from the City so to do, furnish an additional bond or bonds in such form and amount and with such Surety or Sureties as shall be satisfactory to the City. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to the City.
7. No additional Work or extras shall be done unless the same shall be duly authorized by appropriate action (in writing) by the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written, in five (5) counterparts, each of which shall, without proof or accounting for the other counterpart be deemed an original Contract.

WITNESSES:

CONTRACTOR: Davco Electrical Contractors Corp.

BY:



NAME: David J. Blotnick

TITLE: C.O.O.

OWNER: City of Doral

BY: Yvonne McKinley

NAME: Yvonne S. McKinley

TITLE: CITY MANAGER

AUTHENTICATION:

BY: Barbara Herrera

NAME: Barbara Herrera

TITLE: CITY CLERK

APPROVED AS TO FORM:

BY: [Signature]

NAME: Jol Jimenez

4.29.11

TITLE: CITY ATTORNEY

END OF SECTION