

**CITY OF PORT ST. LUCIE
CONTRACT #20260054**

This CONTRACT executed this _____ day of _____, 2025, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, located at 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, hereinafter called "City", and SESCO Lighting, 6202 Benjamin Road, Suite 106 Tampa, Florida 33634 Telephone (813) 289-1600 hereinafter called "Contractor." The City and Contractor may be referred to individually as a "party" or collectively as the "parties."

**SECTION I
RECITALS**

In consideration of the below agreements and covenants set forth herein, the parties agree as follows:

WHEREAS, Contractor is registered to conduct business in the State of Florida; and

WHEREAS, the City wishes to contract with a contractor for the purchase of lighting fixtures based on the terms and subject to the conditions contained herein; and

WHEREAS, Contractor is qualified, willing, and able to provide the products/services specified on the terms and conditions set forth herein; and

WHEREAS, the City desires to enter into this Contract with Contractor to perform the products/services specified and, with a commission amount to be paid as agreed upon herein.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein name, the parties agree as follows:

The Recitals set forth above are hereby incorporated into this Contract and made a part hereof for reference.

**SECTION II
PRODUCTS AND PRICES**

The items City may purchase under this Contract, including the corresponding prices, are listed in the quote attached (Quote #SQ289095-01), which is attached hereto and incorporated herein. Contractor's Price List is made part of this Contract, except that the following sentence is removed, and therefore does not apply: "Client to provide insurance certificate naming SESCO Lighting as loss payee."

**SECTION III
TERMS**

The Parties agree that the City of Port St. Lucie Standard Terms and Conditions, found on the City's website (<https://www.cityofpsl.com/files/assets/public/v/3/departments/office-of-management-amp-budget/documents/procurement-terms-conditions.pdf>), apply to this Contractor and any purchases made hereunder. The Additional Insured endorsement for insurance requirements shall read: "City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents shall be listed as additional insured and shall include Contract #20260054 – Purchase of Lighting Fixtures on an as needed basis."

SECTION IV
TIME OF PERFORMANCE

The Contract Period start date will be _____ and will terminate two (2) years thereafter on _____. The Contractor will be required to commence work under this Contract within ten (10) calendar days after the start date identified in this Contract. 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 Project Manager until all work specified in the bid specifications has been rendered and accepted by the City.

Written requests shall be submitted to the Project Manager for consideration of extension of completion time due to strikes, unavailable materials, or other similar causes over which the Contractor feels he has no control. Requests for time extensions shall be submitted immediately, but in no event, more than two (2) weeks upon occurrence of conditions, which, in the opinion of the Contractor, warrant such an extension, with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the Contractor's control.

SECTION V
RENEWAL OPTIONS

Upon completion of the initial two-year term, there will be one (1) one (1) year renewal option.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	SESCO Lighting
Authorized Signature:	
Printed Name and Title of Person Signing:	MARSHALL M. GRAHAM C.O.B.
Date:	12-4-2025
Company Address:	6202 Bengamin Road, Suite 106 Tampa, Florida 33634

CITY OF PORT ST. LUCIE

Authorized Signature:	
Printed Name and Title of Person Signing:	Caroline Sturgis, Director, Office of Management & Budget, and Procurement
Date:	
City Address:	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984

ADDENDUM

This Addendum is hereby made a part of Contract #20260054 between the City of Port St. Lucie and SESCO Lighting.

FOB Factory: All shipments shall be made FOB Factory.

Damage During Transit: If the box is damaged during transit, the customer must provide the tracking number on the box so that a claim can be reported to UPS. This must be done within 15 days of receipt of the damaged item; otherwise, a claim cannot be initiated.

UPS Investigation and Return Process: After UPS completes its investigation, the customer may return the damaged item to the Contractor. The Contractor will evaluate the condition of the item to determine if it can be repaired. If the item cannot be repaired, the Contractor will proceed with producing a replacement. The replacement production will take an additional 4-6 weeks for standard specifications.