

AGREEMENT
between
THE CITY OF COCONUT CREEK
And
KILOWATT ELECTRIC COMPANY
for
ELECTRICAL SERVICES
IFB No. 12-13-23-11
(Secondary)

THIS AGREEMENT is made and entered into this _____ day of January, 2024 by and between the City of Coconut Creek, a municipal corporation, with principal offices located at 4800 West Copans Road, Coconut Creek, FL 33063 (the "City") and Kilowatt Electric Company, with principal offices located at 1700 NW 22nd Ave., Pompano Beach, FL 33069 (the "Contractor") to provide Electrical Services pursuant to IFB No. 12-13-23-11.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Contractor agree as follows:

1) The Contract Documents

The contract documents consist of this Agreement, conditions of the contract of IFB No. 12-13-23-11 (the "IFB") all addenda issued prior to, and all modifications issued after execution of this Agreement, and any subsequent properly executed amendments to any of the aforementioned documents. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event of a conflict between the aforementioned documents, this Agreement will control, followed by the IFB documents, and addenda, in that order.

2) The Work

The Contractor shall perform all work for the City required by the contract documents and as set forth below:

- a) Contractor shall furnish all labor, materials, and equipment necessary as indicated in the specifications herein.
- b) Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work.
- c) Contractor shall provide the City with seventy-two (72) hours written notice prior to any schedule change with the exception of changes caused by inclement weather.
- d) Contractor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

- e) The Primary Contractor shall be the main contact for the City. The Secondary Contractor shall be utilized in instances where the Contract Administrator determines that it is in the best interest of the City based on the specific requirements of the project, or as needed, or if the Primary Contractor is unavailable due to a schedule conflict.

3) Contract Price

The Agreement shall be performed pursuant to IFB No. 12-13-23-11. Pricing shall be as per Exhibit "A" Schedule of Proposal Prices.

4) Contract Term

The initial contract period shall be for three (3) years, beginning upon City Commission approval.

5) Contract Extension

The City reserves the right to extend the agreement for two (2) additional one (1) year periods, providing both parties agree to the extension; all the terms, conditions and specifications remain the same; and such extension is approved by the City in writing. Contractor shall give written notice to the City not less than ninety (90) days prior to renewal date of any adjustment in the initial contract amount. Agreement renewal shall be based on satisfactory performance, mutual acceptance, and determination that the contract is in the best interest of the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Contract Administrator. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate(s) in effect when the City invokes this extension clause.

6) Agreement Subject to Funding

This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Coconut Creek in the annual budget for each fiscal year of this Agreement, and is subject to termination without any penalty due to lack of funding.

7) Remedies

a) **Damages**

The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of the Contractor to perform in accordance with the requirements of this Agreement, or for losses sustained by the City resultant from the Contractor's failure to perform in accordance with the requirements of this Agreement.

b) **Correction of Work**

If, in the judgment of the City, work provided by the Contractor does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, the City reserves the right to require that the Contractor correct all deficiencies in the work to bring the work into conformance without additional cost to the City, and/or replace any personnel who fail to perform in accordance with the requirements of this Agreement. The City is the sole judge of non-conformance and the quality of workmanship.

8) Independent Contractor

Contractor is an Independent Contractor under this Agreement. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative

procedures applicable to services rendered under this Agreement shall be those of the Contractor.

9) Non-Exclusive Agreement

The services to be provided by Contractor pursuant to this Agreement shall be non-exclusive and nothing herein shall preclude City from engaging other firms to perform the same or similar services for the benefit of City within City's sole and reasonable discretion.

10) Warranties of Contractor: Contractor hereby warrants and represents as follows:

- a) At all times during the term of this Agreement, Contractor shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary for the performance under this Agreement.
- b) At all times during this Agreement, Contractor shall perform its obligations in a prompt, professional and businesslike manner.

11) Insurance Requirements

Throughout the term of this Contract, Contractor and/or any and all subcontractors or anyone directly employed by either of them shall maintain in full force at their own expense the insurance requirements specified in the Invitation for Bid.

12) Notice

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the following addresses. Notice shall be deemed received by the party for whom it is intended after the USPS certified mail process is completed and/or hand delivery.

CITY

City Manager
City of Coconut Creek
4800 West Copans Road
Coconut Creek, FL 33063
With a copy to the City Attorney at the same address.

CONTRACTOR

Edward Flack, President
Kilowatt Electric Company
1700 NW 22nd Ave.
Pompano Beach, FL 33069
Phone: 954-975-8200
Email: dgarlinghouse@kilowatt-electric.com

13) Signatory Authority

The Contractor shall provide the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

14) Merger; Amendment

This Agreement constitutes the entire Agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and the City.

15) Attorney's Fees

If a party institutes any legal action to enforce any provision of this Agreement, they shall be entitled to reimbursement from the other party for all costs and expenses, including reasonable attorney's fees incurred by them, provided they are the prevailing party in such legal action, and provided further that they shall make application to the court or other tribunal, for an award of such costs and expenses.

16) Joint Preparation

This Agreement has been jointly prepared by the Parties, and shall not be construed more strictly against either Party.

17) Interpretation

The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.

18) Counterparts and Multiple Originals

This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is hereby deemed to be an original, but all of which, taken together, constitutes one and the same agreement.

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CONTRACTOR

ATTEST:

Kilowatt Electric Company
Contractor

(Corporate Secretary)

Signature of President/Owner Date

Type/Print Name of Corporate Secy.

Edward Flack
Typed Name of President

(CORPORATE SEAL)

CORPORATE ACKNOWLEDGEMENT

STATE OF _____:

COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, _____, by _____ as _____ for _____.

Signature of Notary Public
State of Florida at Large

Print, Type or Stamp
Name of Notary Public

- Personally known to me or
- Produced Identification

Type of I.D. Produced

- DID take an oath, or
- DID NOT take an oath.

EXHIBIT "A"

**CITY OF COCONUT CREEK
ELECTRICAL SERVICES
IFB NO. 12-13-23-11**

SCHEDULE OF PROPOSAL PRICES

KILOWATT ELECTRIC COMPANY

Electrical Services – Price Per Hour During Normal Operating Hours	
Master Electrician	\$ 85.00
Journeyman	\$ 70.00
Apprentice/Helper	\$ 50.00
Electrical Services – Price Per Hour After Normal Operating Hours	
Master Electrician	\$ 127.50
Journeyman	\$ 105.00
Apprentice/Helper	\$ 75.00
R/M Sport Field Lighting – Price Per Hour	
Master Electrician	\$ 160.00
Journeyman	\$ 145.00
Apprentice/Helper	\$ 125.00
Load Bank Testing – Price Per Each	
Cost per Load Bank Testing per Location	\$ 2,530.00
Parts: Percentage Mark-Up - NTE 15%	% 15