AGREEMENT

between

THE CITY OF COCONUT CREEK

and

P.L.A. ELECTRIC, INC. (PRIMARY)

for

ELECTRICAL SERVICES RFP NO. 12-05-18-10

THIS AGREEMENT is made and entered into this 2 day of January, 2019 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 P.L.A. Electric, Inc. with offices located at 6855 Lyons Technology Circle #13, Coconut Creek, FL 33073 (the "Contractor") to provide Electrical Services pursuant to RFP No. 12-05-18-10.

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 RFP No. 12-05-18-10, all addenda issued prior to 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 if attached to this Agreement or repeated herein. In the event of a conflict between the aforementioned documents, this Agreement will control, followed by the RFP documents, and addenda, in that order.

2) The Work

The Contractor shall perform all work for the City required by the contract documents and RFP No. 12-05-18-10, 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. Contractor shall at all times have a competent supervisor on the job site to enforce these policies and procedures at the Contractor's expense.
- c) Contractor shall provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and 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. The Contractor further warrants that there has

been no violation of copyrights or patent rights either in the United State of America or in foreign countries in connection with the work of the contract.

3) Contract Price

The Agreement shall be performed in current funds with pricing pursuant to Exhibit "A" - Schedule of Proposal Prices and as per the approved budget.

4) Contract Term

The initial Agreement period shall be for three (3) years commencing on January 24, 2019 through January 23, 2022.

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. 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) Conditions for Emergency/Hurricane or Disaster

It is hereby made a part of this agreement that before, during and after a public emergency, disaster, hurricane, flood or other substantial loss that the City of Coconut Creek shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public safety and health, as determined by the City Manager. Awarded Contractor agrees to rent/sell/lease all goods and services to the City or other governmental entities, as opposed to a private citizen or corporation, on a first priority basis. The City expects to pay a fair and reasonable price for all products/services in the event of a disaster, emergency or hurricane. Awarded Contractor shall furnish a twenty-four (24) hour telephone number in the event of such an emergency.

7) 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 and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the Contractor.

8) Assignment and Subcontracting

No assignment of this Agreement or any right occurring under this Agreement shall be made, in whole or in part, by the Contractor without the express written consent of the City Commission which consent shall not be unreasonably withheld. In the event of any assignment, the assignee shall assume the rights, duties and responsibilities of the Contractor.

9) 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

Patrick J. Cristiano, President P.L.A. Electric, Inc. 6855 Lyons Technology Circle #13 Coconut Creek, FL 33073 Phone: 954-340-5525

Fax: 954-571-8855

Email: plaec2003@gmail.com

10) 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.

11) Venue

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this Agreement is situated exclusively in the Seventeenth Judicial Circuit Court in and for Broward County, Florida or the United States District Court for the Southern District of Florida.

12) 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.

13) Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of 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)	It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and accordingly the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.
	REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF COCONUT CREEK, through its City Manager or designee and P.L.A. Electric, Inc., signing by and through Patrick J. Cristiano, President, duly authorized to execute same.

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ATTEST:

Mary C/Blasi, City Manager

Date

Leslie Wallace May

City Clerk

Approved as to form and legal sufficiency:

Terrill C. Pyburn, City Attome

	P.L.A ELECTRIC INC. P.O. BOX 8961 Coral Springs, FL 33075 (954) 340-5525
CONTRACTOR	EC- 0001851 Lic & Insured
ATTEST:	P.L.A. Electric, Inc.
fall the	Company Name
(Corporate Secretary)	Signature of President/Owner Date
Type/Print Name of Corporate Secy.	Type/Print Name of President/Owner
(CORPORATE SEAL)	
COPPORATE	ACKNOWLEDGEMENT
	ACKNOVVEEDGENIEN
STATE OF FLORIDA: COUNTY OF France: SS	
and in the County aforesaid to	efore me, an Officer duly authorized in the State aforesaid take acknowledgments, personally appeared
Corporation, to me known to be the person(s)	described in and who executed the foregoing instrument
and acknowledged before me that he/she execu	uted the same.
WITNESS my hand and official seal this	8 day of, 2019 .
STACY FORS Notary Public - State of Commission # GG 23; Or FO My Comm. Expires Aug 2 Bonded through National Nota	State of Florida at Large
	Print, Type or Stamp Name of Notary Public
	Personally known to me or Produced Identification
	FL DL C633-670-65-311-0 Type of I.D. Produced
	☐ DID take an oath, or ☐ DID NOT take an oath

EXHIBIT "A"

SCHEDULE OF PROPOSAL PRICES

ELECTRICAL SERVICES

RFP NO. 12-05-18-10

PROPOSED PRICING

Electrical Services – Price Per Hour During Normal Operating Hours			
Master/Journeyman Electrician	\$ 38.00		
Apprentice/Helper	\$ 25.00		
Electrical Services – Price Per Hour After	Normal Operating Hours		
Master/Journeyman Electrician	\$ 57.00		
Apprentice/Helper	\$ 37.50		
R/M Sport Field Lighting – Price Per Hour			
Master/Journeyman Electrician	\$ 85.00		
Apprentice/Helper	\$ 25.00		
Parts: Percentage Mark-Up	% 15		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/4/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT Wendy Aguayo PRODUCER NAME: Wendy Aguayo
PHONE
(A/C, No, Ext); 954-724-7000
E-MAIL FAX (A/C, No): 954-724-7024 ADDRESS; waguayo@keyescoverage.com

Keyes Coverage Insurance 5900 Hiatus Road Tamarac FL 33321 INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: RetailFirst Insurance Company 10700 INSURED 10178 INSURER B : FCCI Ins. Company PLA Electric, Inc. and P.L.A. Technologies, Inc. 20141 INSURER C: National Trust Insurance Co. P.O. Box 8961 Coral Springs FL 33075 INSURER D : 4 INSURER E : INSURER F : COVERAGES CERTIFICATE NUMBER: 178957076 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD

INSR LTR	TYPE OF INSURANCE			CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.				
		INSD	SUBR		POLICY EFF	POLICY EXP (MM/DD/YYYY)	LIMIT	S
В	X COMMERCIAL GENERAL LIABILITY	Υ	Y	GL 0018804	4/4/2018	4/4/2019	EACH OCCURRENCE	\$ 1,000,000
	CLAIMS-MADE X OCCUR			gr.			DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
	X PD Ded: \$0			-			PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					,	GENERAL AGGREGATE	\$ 2,000,000
-	POLICY X PRO-						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:	<u> </u>					COMBINED SINGLE LIMIT	\$
-	AUTOMOBILE LIABILITY	Y	Y	CA100011953-02	4/4/2018	4/4/2019	(Ea accident)	\$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	\$
	ALL OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	X HIRED AUTOS X NON-OWNED AUTOS				1.0		PROPERTY DAMAGE (Per accident)	S
	X Comprehensiv X Collision						Comp/Coll Deds	\$ 1,000
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$
	EXCESS LIAB CLAIMS-MADE			•			AGGREGATE	\$.
	DED RETENTION \$							s
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	520-38752	4/4/2018	4/4/2019	X PER OTH-	
ANY PROPRIETOR/PARTNER/EXECUTIVE		N/A				a	E.L. EACH ACCIDENT	\$ 1,000,000
(Mandatory In NH)		1117					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
II yes, describe under DESCRIPTION OF OPERATIONS below.							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B Rented/Leased Equipment				CM 0009143	4/4/2018	4/4/2019	Each Occurrence Deductible	100,000 1,000
DESC	RIPTION OF OPERATIONS / LOCATIONS / VEHIC	LEC /	A COP	And Additional Demodes Cobs.	he attached IV 5			tragen a _c tion of

CERTIFICATE HOLDER	CANCELLATION 30 days notice / 10 days for Non-Pay		
City of Coconut Creek	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
4800 W Copans Road Coconut Creek FL 33063	AUTHORIZED REPRESENTATIVE		

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