

ATTN Joanne Flick  
FlickJoanne@CODB.US

## AGREEMENT FOR PROVISION OF AS-NEEDED ELECTRICAL SERVICES

THIS AGREEMENT is made and entered by and between The City of Daytona Beach, Florida (the "CITY"), and Giles Electric Company, a Florida profit corporation ("CONTRACTOR").

WHEREAS, CONTRACTOR is currently under written contract with the City of South Daytona, to provide as-needed electrical services, under terms and conditions specified therein; and

WHEREAS, the CITY is in need of electrical services; and

WHEREAS, the CITY desires to have CONTRACTOR perform such services, subject to the terms and conditions of the above-referenced Contract with the specific exceptions noted herein, and

WHEREAS, CONTRACTOR is willing to perform the services under such terms and conditions.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants contained herein, the parties do mutually agree as follows:

- 1. Term.** The Term of this Agreement will commence on the date last signed below (the "Effective Date") and end on May 12, 2018. The CITY will have the right to renew this Agreement an additional 3-year Term, by providing CONTRACTOR written notice. Unless waived by CONTRACTOR, notice of renewal must be provided at least 60 days before the end of the current Term.
- 2. Scope of Service.** CONTRACTOR will provide as-needed electrical services from time to time to the CITY. The range of services is more fully described in the written contract between CONTRACTOR and the City of South Daytona dated 5/14/2013 (hereinafter the "South Daytona Contract"), which is attached hereto and incorporated herein by reference as Exhibit A.
- 3. Incorporation of Contract; Exceptions.** All terms and conditions of the South Daytona Contract will apply to this Agreement, except where such terms and conditions conflict with the provisions herein, in which case this Agreement will govern.
- 4. Ordering of Services; Work Authorizations.** This Agreement, in and of itself, does not require the CONTRACTOR to perform any services or obligate the CITY to pay for any services rendered. No services will be provided under this Agreement, and no payment obligation will arise for performance of services, except when specifically authorized by work authorization issued in accordance with the CITY's procurement policies.
  - (a) *Form and content of work authorization.* A work authorization may consist of a written contract document, signed by both the CITY and CONTRACTOR; or it may consist of CONTRACTOR's written quotation/proposal, identifying the work to be performed and the unit prices for such work, and the CITY's work authorization accepting such quotation or proposal. The work authorization will describe in detail the services to be performed by CONTRACTOR and the compensation to be paid by the CITY, and may set forth additional terms and conditions, consistent

with the provisions of this Agreement. A work authorization may alter the terms and conditions of this Agreement. In case of a conflict with a work authorization this Agreement will govern.

(b) *Designation of CITY Representative.* The work authorization may designate the CITY officer or employee designated by the CITY to represent the CITY in the administration of a work authorization, including with respect to billing and payment (hereinafter, the "City Representative"). Alternatively, the CITY may, by written notice, designate the City Representative for one or more work authorizations. In addition to the CITY officer or employee named as CITY Representative in the work authorization or notice, the City Manager for the CITY will at all times be authorized to act as CITY Representative.

(c) *Effect of Contract Expiration or Termination on Work Authorizations.* If CONTRACTOR is providing services under a work authorization at the time that this Agreement expires or terminates for any reason other than CONTRACTOR's material breach, CONTRACTOR will continue to provide such services unless the CITY provides CONTRACTOR a notice suspending or terminating such services, or CONTRACTOR and CITY mutually agree in writing to terminate such services. If CONTRACTOR is providing services under a work authorization at the time that the CITY terminates this Agreement due to CONTRACTOR's material breach, CONTRACTOR will immediately cease performing all services unless the notice of termination specifically provides otherwise.

**5. Payment and Billing.** Payment amounts will be based on the unit prices set forth in Exhibit A of the South Daytona Contract. Billing and Payment procedures are as follows:

(a) No payment will be due for services performed until CONTRACTOR submits a proper invoice. CONTRACTOR must separately invoice the CITY for each work authorization. CONTRACTOR may invoice the CITY no more frequently than monthly, and no sooner than 30 days after the date of the work authorization.

(b) In order to be considered proper, the invoice must include all information and documentation that the CITY may need to verify the accuracy of the invoice and the amount of payment due based on the specific requirements of this Agreement.

(c) The CITY will within 30 days after receipt of an invoice notify the CONTRACTOR that the invoice is improper, or pay CONTRACTOR the amount due.

**6. Standard of Performance.** In addition to any standards of performance or warranties set forth in the South Daytona Contract, CONTRACTOR affirms that CONTRACTOR's services will at a minimum meet the level care and skill ordinarily used by members of CONTRACTOR's profession performing the type of services provided herein within the State of Florida.

**7. Public Records.**

(a) To the extent applicable, CONTRACTOR will comply with the requirements of Florida Statutes Section 119.0701, which include the following:

(1) Keeping and maintaining public records that the CITY requires for performance of the service provided herein.

(2) Upon the request of the City Clerk of the CITY, (i) providing the City Clerk with a copy of requested public records or (ii) allowing inspection or copying of the records, within a reasonable time after receipt of the City Clerk's request, at a cost that does not exceed the cost provided in Ch. 119, Florida Statutes, or as otherwise provided by law.

(3) Ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law until completion of this Agreement, or, if this is a Contract for a specified Term, through the expiration of the Term; and following such completion or expiration, as applicable, if CONTRACTOR fails to transfer such records to the CITY.

(4) Upon completion of the work, or, if this is a Contract for a specified Term, upon expiration of the Term, keep and maintain public records required by the CITY to perform the service. CONTRACTOR will meet all applicable requirements for retaining public records. All records stored electronically must be provide to the CITY upon request from the City Clerk, in a format that is compatible with the CITY's information technology systems.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTRACTOR MUST CONTACT THE CITY CLERK, WHOSE CONTACT INFORMATION IS AS FOLLOWS:

(Phone)	386 671-8023
(Email)	clerk@codb.us
(Address)	301 S. Ridgewood Avenue Daytona Beach, FL 32114

(b) Nothing herein will be deemed to waive CONTRACTOR's obligation to comply with Section 119.0701(3)(a), Florida Statutes.

**8. Notices.** All notices, requests, demands and other communications required under this Agreement will be in writing and deemed delivered if delivered in person, by telefax, by overnight courier or by certified or registered mail:

If by City, to: Joanne Flick, Purchasing Agent  
Daytona Beach City Hall  
301 S. Ridgewood Ave., Room 146  
Daytona Beach, FL 32115-2451  
Fax: (386)671-3964

If to CONTRACTOR, to: Brad Giles  
Giles Electric Company  
1700 Segrave St.  
South Daytona, FL 32119  
Fax: 386-767-6260

## 9. Termination.

(a) The CITY may by written notice to CONTRACTOR terminate this Agreement, in whole or in part, at any time, either for the CITY's convenience or because of the failure of the CONTRACTOR to fulfill its contractual obligations.

(1) Before terminating for convenience, CITY must provide CONSULANT at least 30 day's advance notice of termination. This Agreement will terminate automatically and without need for further notice upon the expiration of the notice period.

(2) Except as provided in Section 9(a)(3), before terminating due to CONTRACTOR's material breach of its contractual obligations, CITY must provide CONTRACTOR prior written notice, specifying the breach and demanding CONTRACTOR remedy the breach within 10 days of the notice, or within such longer period as may be reasonably required if the nature of the breach is that it cannot be remedied within 10 days of notice. This Agreement will terminate automatically and without need for further notice if CONTRACTOR fails to remedy the material breach within the period described in the CITY's notice of breach.

(3) The CITY may terminate this Agreement upon CONTRACTOR's breach without providing CONTRACTOR an opportunity to remedy the breach as referenced immediately above, if CONTRACTOR or any of CONTRACTOR'S personnel, in connection with the services or rights provided herein, commit a criminal act or engage in activity that poses a material risk of injury to persons or damage to property. Such termination will be effective immediately upon providing CONTRACTOR written notice.

(b) If the termination is for convenience, CONTRACTOR will be paid compensation for authorized services performed to the date of termination. If termination is due to CONTRACTOR's material breach, the CITY reserves all rights and remedies it may have under law due to such breach. Among other things, the CITY may take over the work and prosecute the same to completion by other agreements or otherwise; and in such case, the CONTRACTOR will be liable to the CITY for all reasonable additional costs occasioned to the CITY thereby.

(c) If after notice of termination for the CONTRACTOR's failure to fulfill contractual obligations it is judicially determined by the CITY or by a court of law that the CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the CITY's convenience. In such event, adjustment in payment to CONTRACTOR will be made as provided in Section 9(b) for a termination for convenience.

(d) The rights and remedies of CITY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

**10. Suspension of Services.** The CITY may suspend CONTRACTOR's services if the notice of material breach provided pursuant to Section 9(a)(2), so directs. The CITY may also suspend CONTRACTOR's services in lieu of termination, under the conditions set forth in Section 9(a)(3), by providing CONTRACTOR written notice of suspension. CONTRACTOR will suspend activities

immediately upon receipt thereof; and in such instance CONTRACTOR's rights to provide services referenced herein will also automatically be suspended for the period of such suspension.

**11. Indemnification.** CONTRACTOR will indemnify and hold harmless the CITY, including the CITY's officers, employees, and agents, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONTRACTOR, or CONTRACTOR's officers, employees, or agents, including subcontractors and other persons employed or use by CONTRACTOR in the performance of this Agreement. . This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this agreement or otherwise.

**12. Insurance.** CONTRACTOR will provide and maintain at CONTRACTOR's own expense, insurance of the kinds of coverage and in the amounts set forth in this Section. All such insurance will be primary and non-contributory with the CITY's own insurance. In the event any request for the performance of services presents exposures to the CITY not covered by the requirements set forth below, the CITY reserves the right to add insurance requirements that will cover such an exposure.

(a) *Coverage and Amounts.*

(1) **Workers Compensation Insurance** as required by Florida Statutes, Chapter 440, Workers' Compensation Insurance, for all employees of CONTRACTOR, employed at the site of the service or in any way connected with the work, which is the subject of this service. The insurance required by this provision will comply fully with the Florida Workers' Compensation Law and include Employers' Liability Insurance with limits of not less than \$500,000 per occurrence. Any associated or subsidiary company involved in the service must be named in the Workers' Compensation coverage.

(2) **Liability Insurance**, including (i) **Commercial general liability** coverage for operations, independent contractors, products-completed operations, broad form property damage, and personal injury on an "occurrence" basis insuring CONTRACTOR and any other interests, including but not limited to any associated or subsidiary companies involved in the work; and (ii) **Automobile Liability Insurance**, which will insure claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle used by the CONTRACTOR in the performance of this Agreement.

THE COMMERCIAL GENERAL LIABILITY INSURANCE POLICY WILL NAME THE CITY AS AN ADDITIONAL INSURED. . Contractor's Commercial General Liability insurance policy shall provide coverage to Contractor, and City when required to be named as an additional insured either by endorsement or pursuant to a blanket additional insured endorsement, for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) without the attachment of any endorsements excluding or limiting coverage for Products/Completed Operations, Independent Contractors, Property of City in Contractor's Care, Custody or Control or Property of City on which contracted operations are being performed, Explosion, Collapse or Underground hazards (XCU Coverage, Contractual Liability or Separation of Insureds. When City is added as additional insured by endorsement, ISO

Endorsements CG 20 10 and CG 20 37 or their equivalent shall be used to provide such Additional Insured status.

The limit of liability for each policy will be a combined single limit for bodily injury and property damage of no less than \$1,000,000 per occurrence. If insurance is provided with a general aggregate, then the aggregate will be in an amount of no less than \$1,000,000. The Risk Manager for the CITY may authorize lower liability limits for the automobile policy only, at the Risk Manager's sole discretion.

(b) *Proof of Insurance.* CONTRACTOR will furnish proof of insurance acceptable to the CITY prior to or at the time of execution of this Agreement. CONTRACTOR will not commence work until all proof of such insurance has been filed with and approved by the CITY. CONTRACTOR will furnish evidence of all required insurance in the form of certificates of insurance which will clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, the expiration dates.

If requested by the CITY, CONTRACTOR will furnish copies of the insurance contracts to support the certificates of insurance and the copies of said insurance must be acceptable to the CITY.

(c) *Cancellation; Replacement Required.* CONTRACTOR will file replacement certificates 30 days prior to expiration or termination of the required insurance occurring prior to the acceptance of the work by the CITY. If a required policy is canceled without CONTRACTOR's prior knowledge CONTRACTOR will immediately notify the CITY immediately upon becoming aware that a required insurance coverage has been canceled for any reason, and promptly replace the canceled policy. The CITY expressly reserves the right or replace the canceled policy at CONTRACTOR's expense if CONTRACTOR fails to do so.

(d) *Termination of Insurance.* CONTRACTOR may not cancel the insurance required by this Agreement until the work is completed, accepted by the CITY and CONTRACTOR has received written notification from the Risk Management Division of the CITY that CONTRACTOR may cancel the insurance required by this Agreement and the date upon which the insurance may be canceled. The Risk Management Division of the CITY will provide such written notification at the request of CONTRACTOR if the request is made no earlier than two weeks before the work is to be completed.

(e) *Liabilities Unaffected.* CONTRACTOR's liabilities under this Agreement will survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverages. Similarly, CONTRACTOR's liabilities under this Agreement will not be limited to the extent of by the existence of any exclusions or limitations in insurance coverages, or by CONTRACTOR's failure to obtain insurance coverage.

CONTRACTOR will not be relieved from responsibility to provide required insurance by any failure of the CITY to demand such coverage, or by CITY's approval of a policy submitted by CONTRACTOR that does not meet the requirements of this Agreement.

**13. Disputes.** If a dispute exists concerning this Agreement, the Parties agree to use the following procedure prior to pursuing any judicial remedies.

(a) *Negotiations.* A Party will request in writing that a meeting be held between representatives of each Party within 14 Calendar Days of the request or such later date that the Parties may agree to. Each Party will attend and will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization. The purpose of this meeting is to negotiate in the matters constituting the dispute in good faith. The Parties may mutually agree in writing to waive this step and proceed directly to mediation as described below.

(b) *Non-Binding Mediation.* Mediation is a forum in which an impartial person, the mediator, facilitates communication between parties to promote reconciliation, settlement, or understanding among them. Within 30 days after the procedure described above proves unsuccessful or the Parties mutually waive the procedure, the Parties will submit to a non-binding mediation. The mediation, at a minimum, will provide for (i) conducting an on-site investigation, if appropriate, by the mediator for fact gathering purposes, (ii) a meeting of all Parties for the exchange of points of view and (iii) separate meetings between the mediator and each Party to the dispute for the formulation of resolution alternatives. The Parties will select a mediator trained in mediation skills and certified to mediate by the Florida Bar, to assist with resolution of the dispute. The Parties will act in good faith in the selection of the mediator and give consideration to qualified individuals nominated to act as mediator. Nothing in this Agreement prevents the Parties from relying on the skills of a person who also is trained in the subject matter of the dispute or a contract interpretation expert. Each Party will attend will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization.

If the Parties fail to reach a resolution of the dispute through mediation, then the Parties are released to pursue any judicial remedies available to them.

**14. Additional Provisions.** The following additional provisions apply:

(a) All references to “City,” “City of South Daytona” or similar terms as used in Exhibit A, will be deemed to refer to the CITY.

(b) CONTRACTOR will comply with the terms and conditions of any and all federal, state and local permits, which may be required for the work to be performed. The CITY will be responsible for obtaining all other permits at the CITY’s cost.

(c) CONTRACTOR will not assign, transfer, delegate or in any other manner dispose of its rights, privileges or obligations under this Agreement, without the written consent of the CITY.

(d) This Agreement will be governed by and construed in accordance with the laws of the State of Florida. Captions and paragraph headings used herein are for convenience only, are not a part of this Agreement and will not be deemed to limit or alter any provisions hereof or to be relevant in construing this Agreement. The use of any gender herein will be deemed to be or include the other genders, and the use of the singular herein will be deemed to be or include the plural (and vice versa),

wherever appropriate. If any word, phrase, clause, sentence or provision of the Contract, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, invalid or unenforceable, that finding will only effect such word, phrase, clause, sentence or provision, and such finding will not affect the remaining portions of this Agreement; this being the intent of the Parties in entering into the Contract; and all provisions of the Contract are declared to be severable for this purpose.

(e) The exclusive venue for any litigation arising out of this Agreement will be Volusia County, Florida if in state court, or the U.S. District Court, Middle District of Florida if in federal court.

(f) JURY TRIAL WAIVED. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, OR ANY DEALINGS BETWEEN THE PARTIES. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY DISPUTES BETWEEN THE PARTIES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER, INCLUDING WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS.

(h) Except where specifically provided herein, in case of litigation between the Parties concerning this Agreement, each party will bear all of its litigation costs, including attorney's fees.

(i) A force majeure event is an act of God or of the public enemy, riots, civil commotion, war, acts of government or government immobility (whether federal, state, or local) fire, flood, epidemic, quarantine restriction, strike, freight embargo, or unusually severe weather; provided, however, that no event or occurrence will be deemed to be a force majeure event unless the failure to perform is beyond the control and without any fault or negligence of the Party charged with performing or that Party's officers, employees, or agents. Whenever this Agreement imposes a deadline for performing upon a Party, the deadline will be extended by one day for each day that a Force Majeure event prevents the Party from performing; provided, however, that the Party charged with performing and claiming delay due to a Force Majeure event will promptly notify the other Party of the Event and will use its best efforts to minimize any resulting delay.

(g) This Agreement represents the entire agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements, or oral agreements have been made by either Party except as expressly set forth herein, or in other contemporaneous written agreements.

*(Remainder of page intentionally left blank. Agreement continues on following page.)*



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as below.

**THE CITY**

**CONTRACTOR**

By: \_\_\_\_\_  
Derrick L. Henry, Mayor

By: Bradley S. Giles

Printed Name: Bradley S. Giles

Attest: \_\_\_\_\_  
Letitia LaMagna, City Clerk

Title: President

Date: \_\_\_\_\_

Date: May 22, 2018

Approved as to legal form:

By: \_\_\_\_\_  
Robert Jagger, City Attorney

**EXHIBIT A: South Daytona Contract**

021113

**AGREEMENT FOR THE PROVISION OF ELECTRICAL  
SERVICES TO THE CITY OF SOUTH DAYTONA**

**THIS AGREEMENT** is entered into this 14 day of May 2013 by and between the City of South Daytona, a municipal corporation duly incorporated pursuant to the laws of the State of Florida, with administrative offices at 1672 South Ridgewood Avenue, South Daytona, Florida 32119 hereinafter referred to as **CITY**, and Giles Electric Company, Inc., a business corporation, with administrative offices at 1700 Segrave Street, South Daytona, Florida 32119, hereinafter referred to as **CONTRACTOR**, for the services identified herein on the following terms and conditions.

**PURPOSE.** The purpose of this Agreement is for the **CONTRACTOR** to provide labor, equipment and materials for full electrical service to the **CITY** on an as-needed basis.

**TERM OF THE AGREEMENT.** The term of this Agreement shall be five (5) years from the date of the Agreement as entered above. This Agreement may be extended for one additional three (3) year term if both parties agree in writing before the expiration of the original contract term.

**WORK AUTHORIZATION.** This Agreement shall be on an as-needed basis with each project being secured and billed individually.

**COMPENSATION.** The **CITY** shall pay the **CONTRACTOR** in accordance with the compensation set forth in the hereto attachment marked as "Exhibit A". The **CITY** shall pay the sum invoiced within thirty (30) days of receipt of the bill from the **CONTRACTOR**.

**CONTRACTOR PERSONNEL.** All **CONTRACTOR** personnel shall be familiar with the Occupational Safety and Health Administration (OSHA) requirements including the provisions of the National Electric Safety Code (NESC). The **CITY** reserves the right to require disciplinary action or reassignment of any **CONTRACTOR** personnel whose behavior is inconsistent with the **CITY**'s objectives of providing pleasant and responsive services to its facilities.

**TIME REPORTING.** The **CONTRACTOR** shall maintain time sheets for all employees that perform work for the **CITY**. The records shall denote the time the employee worked and identification of the nature and location of the work. These time sheets are to be used for billing purposes.

**OVERTIME.** Work activities shall be scheduled in a manner designed to limit scheduled overtime.

**INSURANCE REQUIREMENTS.** The CONTRACTOR shall purchase, at his own expense and maintain throughout the duration of this agreement, types and amounts of insurance in form and companies satisfactory to the CITY and shall furnish proof of insurance prior to commencing work. The insurance requirements are shown below:

**GENERAL LIABILITY\***

Bodily Injury: \$1,000,000.00, each occurrence  
2,000,000.00, aggregate  
Property: 1,000,000.00, each occurrence  
1,000,000.00, aggregate  
or  
1,000,000.00, bodily injury  
2,000,000.00, and property damage combined each occurrence

\*Including: Premises-Operations; Independent Contractors; Products/Completed Operations, Personal Injury Liability; Fire Legal Liability. If the exposure exists, the following are required: Explosion & Collapse Hazard; Underground Hazard; Contractual & Broad from Property Damage.

**AUTOMOBILE LIABILITY\*\***

Bodily Injury: \$1,000,000.00, each person  
1,000,000.00, each accident  
Property Damage: 1,000,000.00, each accident or  
1,000,000.00, bodily injury and property damage combined each occurrence

\*\*Including: owned, hired & employer's non-owned vehicle(s)  
Worker's Compensation: Statutory: as required by the State of Florida  
Employer's Liability: \$1,000,000.00 each accident  
Waiver of Subrogation will apply in favor of the City of South Daytona

Also, the CONTRACTOR must have and produce an Occupational License authorizing them to conduct this type of business in the State of Florida, before work is started and throughout the term of this Agreement. Insurance companies must be licensed to conduct insurance business in the state of Florida with a best rating guide rating of A. **THE CITY OF SOUTH DAYTONA, FLORIDA, IS TO BE NAMED AS AN ADDITIONAL NAMED INSURED ON THE CERTIFICATE SUBMITTED TO THE CITY.** It is requested that the CITY be named as Additional Named Insured on Worker's Compensation and any Professional Liability coverage. Professional Liability Insurance is to be in the amount of \$1,000,000. All insurances are to be project specific to this contract, not general umbrella insurance.

**INDEMNIFICATION.** The CONTRACTOR hereby agrees to indemnify and save harmless the CITY, and its officials, officers, and employees from and against all claims for infringement of any United States Patent and all other claims, damages, losses, and expenses (including without limitation costs of defending the same and attorney's fees) arising out of or resulting from the performance of the work, furnishing of services, or furnishing of materials, goods, or equipment (including but not limited to claims

regarding defects in materials, goods or equipment) which is caused in whole or in part by any breach of contract, act, or omission of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This indemnification shall survive the termination or expiration of the Agreement.

**ACCIDENTS AND CLAIMS.** The CONTRACTOR shall be held responsible for all accidents and shall indemnify and protect the CITY from all suits, claims and actions brought against the CITY and all costs for liability to which the CITY may be put for any injury or alleged injury to the person(s) or property(s) of another resulting from negligence or carelessness in the performance of the work, or in protection of the project site, or from any improper or inferior workmanship, or from inferior materials used in the work. This indemnification shall survive the termination or expiration of the Agreement.

**AGREEMENT TERMINATION PROVISION.** Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party. Such notice shall be delivered by certified mail, return receipt requested, and the date of the notice be the date the receipt therefore is signed by an employec, official or representative of the other party.

**SEVERABILITY.** If any provision of this Agreement is found to be unconstitutional, illegal, or otherwise unenforceable by judgment of a court of competent jurisdiction, such judgment shall not invalidate the remainder of this Agreement, unless such judgment renders the purpose or performance of this Agreement no longer practical for either party.

**LAWS AND REGULATIONS.** The CONTRACTOR at all times shall be familiar with and observe and comply with all Federal, State, Local, and Municipal laws, codes, ordinances, rules, and regulations in any manner and those which may be enacted later, or bodies or tribunals having jurisdiction or authority over the work and shall indemnify and save harmless the CITY against any claims or liability arising from, or based on, the violation of any such law, ordinance, rule, code, regulation, order, patent infringements or decrees.

**DISPUTE RESOLUTION.** In the event any situation is brought to mediation or a court of law, the venue shall be the County of Volusia, in the State of Florida, where all laws, regulations, ordinances, codes, and rules shall be used in the adjudication.

**INTEGRATION CLAUSE.** This contract shall constitute the whole Agreement between the parties. There are no promises, terms, conditions or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, written or verbal between the parties hereto.

**NON-EXCLUSIVE AGREEMENT.** The CITY reserves the right to bid larger projects, as determined by the CITY, as well as those projects in which the electrical work will be subcontracted by the prime contractor. This is a Non-Exclusive Agreement.

**ENTIRE AGREEMENT.** This Agreement reflects the full and complete understanding of the parties and may be modified or amended only by a document in writing executed by all the parties, with the same formalities as this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement for the provision of electrical services to the City of South Daytona have caused the same to be signed by their duly authorized representatives on the dates indicated below.

ATTEST:

GILES ELECTRIC COMPANY, INC.

By: Tammy Doney  
(Signature)

By: [Signature]  
(Signature)

Name: Tammy Doney  
(Print Name)

Name: Bradley S. Giles  
(Print Name)

Title: HR

Title: President

Dated: 5-14-13

Dated: May 14, 2013

ATTEST:

CITY OF SOUTH DAYTONA

By: [Signature]  
Name: Debbie Fitz-Gerald  
Title: Deputy City Clerk

By: [Signature]  
Name: George Fisk Locke, III  
Title: Mayor

Dated: 05-14-13

Dated: 05-14-13

By: [Signature]  
Name: Joseph W. Yarbrough  
Title: City Manager

Dated: 5/14/13

**EXHIBIT A - SERVICE RATES**

	<b>Journeyman Only <sup>5</sup></b>	<b>Crew <sup>6</sup></b>
<b>Service Call - Hourly Labor Rates <sup>1,2</sup></b>		
Monday thru Friday During Regular Business Hours (7:30 am to 4:00 pm)	\$ 65	\$ 90
Monday thru Friday After Regular Business Hours, Saturdays and Sundays	\$ 97.50	\$ 135
Holidays (as defined by the City)	\$ 130	\$ 180
 <b>Fire Alarm / Security / CCTV / Entry Systems - Hourly Labor Rates <sup>1,2</sup></b>		
Monday thru Friday During Regular Business Hours (7:30 am to 4:00 pm)	\$ 80	\$ 105
Monday thru Friday After Regular Business Hours, Saturdays and Sundays	\$ 120	\$ 157.50
Holidays (as defined by the City)	\$ 160	\$ 230
 <b>Equipment Hourly Rates <sup>1,2,3</sup></b>		
Bucket Truck	\$ 55	\$ 55
Auger Truck	N/A <sup>4</sup>	\$ 65
Scissor Lift	N/A <sup>4</sup>	\$ 125 (25 ft)

**Material Costs**

Cost + 15 % <sup>7</sup>

- <sup>1</sup> Rates are per hour with a one hour minimum charge.
- <sup>2</sup> Hourly rates are billed in ½ hour increments after the first hour.
- <sup>3</sup> Charged in addition to the journeyman and/or crew rate.
- <sup>4</sup> This piece of equipment requires a crew to operate.
- <sup>5</sup> Journeyman is defined as a Journeyman Wireman.
- <sup>6</sup> Crew is defined as a Journeyman plus one apprentice or helper.
- <sup>7</sup> Receipts for all materials used must be submitted with each invoice.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/08/2018

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(ies) must have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b> Brown & Brown of Florida, Inc. Daytona Beach Office P.O. Box 2412 Daytona Beach, FL 32115-2412 Chris Fulton		386-252-9601 <b>CONTACT NAME:</b> ELINN PEACOCK <b>PHONE (A/C, No, Ext):</b> 386-252-9601 <b>FAX (A/C, No):</b> 386-239-5729 <b>E-MAIL ADDRESS:</b> EPEACOCK@BBDAYTONA.COM	
<b>INSURED</b> GILES ELECTRIC COMPANY 1700 S SEAGRAVE STREET SOUTH DAYTONA, FL 32119		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Amerisure Insurance Company <b>INSURER B:</b> The North River Ins Co <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 19488 21105	

### COVERAGES

### CERTIFICATE NUMBER:

### 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 INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	CPP2106456	10/13/2017	10/13/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> CONTRACT LIAB <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	CA2106455	10/13/2017	10/13/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	5811096744	10/13/2017	10/13/2018	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 8,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC2106457	10/13/2017	10/13/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	INLAND MARINE			CPP2106456	10/13/2017	10/13/2018	LEAS/RENT \$ 50,000
A	INSTAL FLOATER			CPP2106456	10/13/2017	10/13/2018	INSTALL \$ 350,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE NOTEPAD FOR POLICY COVERAGE FORMS  
PROJECT: MUNICIPAL STADIUM, PARKING AREA LIGHT FIXTURE REPLACEMENT, ENGINERRING PROJECT # 2013-064  
CITY OF DAYTONA BEACH IS ADDITIONAL INSURED AND WAIVER OF SUBROGATION APPLIES AS REQUIRED BY WRITTEN CONTRACT.

### CERTIFICATE HOLDER

### CANCELLATION

CITYD19  CITY OF DAYTONA BEACH PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION 950 BELLEVUE AVE DAYTONA BEACH, FL 32114	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## POLICY COVERAGE FORMS

## GENERAL LIABILITY:

CG7048-1015-CONTRACTORS BLANKET ADDITIONAL INSURED ENDORSEMENT-ADDITIONAL  
INSURED ONGOING & COMPLETED OPERATIONS, PRIMARY AND NON-  
CONTRIBUTORY-AI ARCHITECT/ENGINEERS/SURVEYOR

CG7049-1109-CONTRACTORS GENERAL LIABILITY EXTENSION ENDORSEMENT-PER  
PROJECT AGGREGATE, AI-LESSOR OF EQUIPMENT, WAIVER OF SUBROGATION

IL7074 0116-NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE

## AUTO LIABILITY:

CA7171 0508-COMMERCIAL AUTO BROAD FORM ENDORSEMENT-ADDITIONAL INSURED AND  
WAIVER OF SUBROGATION

CA7165-0911-DESIGNATED INSURED-PRIMARY NON-CONTRIBUTORY COVERAGE WHEN  
REQUIRED BY INSURED CONTRACT OR CERTIFICATE

IL7074 0116-NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE

## UMBRELLA LIABILITY:

FM10101108 0805-ADDITIONAL INSURED, PRIMARY & NONCONTRIBUTORY, WAIVER OF  
SUBROGATION

G15057C 0605-30 DAY NOTICE OF CANCELLATION

## WORKERS COMPENSATION:

WC000313 484-WAIVER OF TRANSFER OF RIGHTS (WAIVER OF SUBROGATION)

WC990902-30 DAY NOTICE OF CANCELLATION

Revised



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/08/2018

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(ies) must have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b> Brown & Brown of Florida, Inc. Daytona Beach Office P.O. Box 2412 Daytona Beach, FL 32115-2412 Chris Fulton	386-252-9601	<b>CONTACT NAME:</b> ELINN PEACOCK <b>PHONE (A/C, No, Ext):</b> 386-252-9601 <b>E-MAIL ADDRESS:</b> EPEACOCK@BBDAYTONA.COM <b>FAX (A/C, No):</b> 386-239-5729
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> GILES ELECTRIC COMPANY 1700 S SEAGRAVE STREET SOUTH DAYTONA, FL 32119	<b>INSURER A:</b> Amerisure Insurance Company	NAIC # 19488
	<b>INSURER B:</b> The North River Ins Co	21105
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

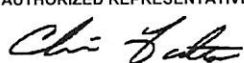
## COVERAGES    CERTIFICATE NUMBER:    REVISION NUMBER:

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE NOTEPAD FOR POLICY COVERAGE FORMS  
PROJECT: MUNICIPAL STADIUM, PARKING LOT LIGHTING ITB 0316-2300  
CITY OF DAYTONA BEACH IS ADDITIONAL INSURED AND WAIVER OF SUBROGATION APPLIES AS REQUIRED BY WRITTEN CONTRACT.

<b>CERTIFICATE HOLDER</b>  CITYD19  CITY OF DAYTONA BEACH PUBLIC WORKS DIVISION 950 BELLEVUE AVENUE DAYTONA BEACH, FL 32114	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

## POLICY COVERAGE FORMS

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CONTRIBUTORY-AI ARCHITECT/ENGINEERS/SURVEYOR

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## WORKERS COMPENSATION:

WC000313 484-WAIVER OF TRANSFER OF RIGHTS (WAIVER OF SUBROGATION)

WC990902-30 DAY NOTICE OF CANCELLATION

Revised



## CITY OF DAYTONA BEACH

RISK MANAGEMENT DIVISION

P. O. Box 2451

Daytona Beach, FL 32115

Phone: (386) 671-8222

Fax: (386) 671-3257

# Memorandum

**To:** Letitia LaMagna, City Clerk  
**From:** Bob Flaniken, Sr. Account Clerk *BF*  
**Date:** May 23, 2018  
**Re:** Electrical Services Agreement

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Attached is a copy of the Electrical Services Agreement with Giles Electric Company (As needed electrical service). I have reviewed the evidence of insurance submitted with the contract, and I find it to be satisfactory.

Attachments

# City of South Daytona

Office of the City Manager / Department of Public Works

Post Office Box 214960 • South Daytona, FL 32121-4960 • 386/322-3080 • FAX 386/322-3090



May 7, 2018

Bradley S. Giles, President  
Giles Electric Company, Inc.  
1700 S. Segrave Street  
South Daytona, FL 32119

**RE: SOUTH DAYTONA ELECTRICAL SERVICES CONTRACT EXTENSION**

Mr. Giles,

In accordance with the Electrical Services Agreement between Giles Electric, Inc. and the City of South Daytona dated May 14, 2013, the aforementioned agreement is hereby extended with the same terms and conditions for one additional three (3) year term. The Electrical Services Agreement will now expire on May 14, 2021 without any further contractual extensions.

**CITY OF SOUTH DAYTONA**

By:   
(Signature)

Name: Les Gillis, P.E.

Title: Deputy City Manager  
Public Works Director

Dated: May 7, 2018

**GILES ELECTRIC, INC.**

By:   
(Signature)

Name: Bradley S. Giles

Title: President

Dated: May 7, 2018