

## City of Marco Island Florida



### CONTRACT 19-001:

## Commercial Electrical Services

**December 4, 2018**

BENTLEY ELECTRIC COMPANY OF NAPLES FL, INC.  
PO Box 10572  
Naples, Florida 34101  
Phone: (239) 643-5339

**AND**

CITY OF MARCO ISLAND  
50 Bald Eagle Drive  
Marco Island, Florida 34145  
Phone: (239) 389-5000

**COMMERCIAL ELECTRICAL SERVICES**  
**Contract # 19-001**

**THIS AGREEMENT**, made and entered into this 4<sup>th</sup> day of December, 2018, by and between Bentley Electric Company of Naples FL, Inc., hereinafter called the "Contractor," and the City of Marco Island, Florida, a political subdivision of the State of Florida, Collier County, hereinafter called the "City."

**WITNESSETH**

**1. CITY APPROVAL OF BID/AGREEMENT:** The attached Contractor's bid for ITB #19-001 Commercial Electrical Services, dated 11/28/18, has been approved for contract award.

**2. COMMENCEMENT:** Services upon this annual Agreement will be employed on an annual basis commencing on or about January 1, 2019 and ending on December 31, 2021.

After the expiration for an initial 3 (three) year term, this contract will automatically renew on an annual basis unless either party wishes to terminate it with a 60 (sixty) day written notice. After the initial 3 (three) year contract period, annual price increases are allowed upon mutual agreement. The annual price increases are limited to the Consumer Price Index for All Urban Consumers (CPI-U) increases for the South Region Size B/C as reported for October to September of each year.

**3. STATEMENT OF WORK:** **Commercial Electrical Services as defined and specified in the bidding documents.**

**4. COMPENSATION:** The City shall compensate the contractor for the satisfactory performance of work based solely on the services provided as may be ordered by the City from time to time during the term of this Agreement. Payments to the contractor for work completed shall be made in accordance with the bid prices as follows:

**I. Scheduled street light MONTHLY maintenance – must be perform first week of every month. Scope of services – power up each zone, repair or replace necessary parts to restore lights to working status.**

|  |                       | Quantity  | Total annual price for monthly maint. |
|--|-----------------------|---|---------------------------------------|
|  | <b>Aluminum poles</b> |   |                                       |
| <b>I. A.</b>                               | Park Ave.             | 15 (all single)                                       | 1,440.00                              |
|  | <b>Concrete poles</b> |   |                                       |
| <b>I. B.</b>                               | Bald Eagle Dr.        | 74 (all single)                                       | 3,600.00                              |
| <b>I. C.</b>                               | Palm St.              | 11 (all single)                                       | 1,350.00                              |
| <b>I. D.</b>                               | N. Collier Blvd.      | 294 (68 double and 226 single)                        | 9,630.00                              |
| <b>I. E.</b>                               | S. Collier Blvd.      | 187 (18 double and 169 single; 31 have turtle shield) | 6,840.00                              |
| <b>Subtotal items I. A. through I. E.:</b> |                       |   | <b>22,860.00</b>                      |

**II. As-needed services and materials****II. A. Labor Rates:**

|  |                         |
|--|-------------------------|
| Normal Business Hours                      | \$ <u>85.00</u> / hour  |
| Overtime Hours (Monday – Friday, 5 pm-8am) | \$ <u>120.00</u> / hour |
| Weekends/ Holidays                         | \$ <u>135.00</u> / hour |

**II. B. Materials:**

Cost plus: 15 % (25% maximum markup)\*

*\*The City reserves the right to audit material cost to ensure that cost plus markup price invoiced is as bid.*

**5. NOTICES:** All notices from the City to the Contractor shall be deemed duly served if mailed by registered or certified mail to the Contractor at the following address:

Stephen Bentley  
Bentley Electric Company of Naples FL, Inc.  
PO Box 10572  
Naples, Florida 34101

All notices from the Contractor to the City shall be deemed duly served if mailed by registered or certified mail to the City at the following address:

Lina Upham  
Purchasing and Risk Manager/Deputy City Clerk  
City of Marco Island  
50 Bald Eagle Drive  
Marco Island, Florida 34145

The Contractor and the City may change the above mailing address at any time upon giving the other party written notification. All notices under this Agreement must be in writing.

**6. NO PARTNERSHIP:** Nothing herein contained shall create, or be construed as creating, a partnership between the City and the Contractor. Moreover, nothing stated in this Agreement shall be interpreted to indicate in any way that the Contractor is an agent of the City of Marco Island.

**7. PERMITS; LICENSES; TAXES:** In compliance with Section 218.80, F.S., all City permits necessary for the prosecution of the work shall be obtained by the Contractor. Payment of fees for all such permits issued by the City shall be processed internally by the City. All non-City permits necessary for the prosecution of the work shall be procured and paid for by the Contractor. The Contractor shall also be solely responsible for payment of any and all taxes levied on the Contractor. In addition, the Contractor shall comply with all rules, regulations and laws of the City of Marco Island, Collier County, the State of Florida, and the U.S. Government now in force or hereafter adopted. The Contractor further agrees to comply with all laws governing the responsibility of an employer with respect to persons directly or indirectly employed by the Contractor.

**8. NO IMPROPER USE:** The Contractor will not use, nor cause or permit any employee or subcontractor

to use or occupy in any manner whatsoever, City or private facilities or properties for any improper, immoral or offensive purpose, or for any purpose in violation of any federal, state, county or municipal ordinance, rule, order or regulation, or of any governmental rule or regulation now in effect or hereafter enacted or adopted. In the event of such violation by the Contractor the City, or its authorized representative, shall deem such conduct on the part of the Contractor to be objectionable or improper. Accordingly, the City shall have the right to suspend this Agreement with Contractor in full or in part. Should the Contractor fail to correct any noted violation, conduct, or practice to the satisfaction of the City within twenty-four (24) hours after receiving notice of such violation, conduct, or practice, such suspension shall continue until the violation is cured. The Contractor further agrees not to commence operations during the suspension period until the violation has been corrected to the satisfaction of the City. The City reserves the right to immediately terminate this Agreement for the foregoing actions or inactions by the Contractor.

**9. TERMINATION:** Should the Contractor be deemed or found to have failed to perform services herein in a professional manner satisfactory to the City in accordance with standards of practice in the industry, and/or the terms and requirements of this Agreement, the City may terminate said Agreement immediately for cause. Moreover, the City may terminate this Agreement for convenience with a seven (7) day written notice to the Contractor. The City shall be the sole judge of non-performance or cause.

**10. NO DISCRIMINATION:** The Contractor agrees not to discriminate against or upon employees or subcontractors as to race, sex, color, creed or national origin.

**11. INSURANCE:** All entities wishing to perform work for the City of Marco Island will be required to comply with the following minimum insurance requirements.

- COMMERCIAL GENERAL LIABILITY LIMITS (\$2,000,000 AGGREGATE)  
(MUST INCLUDE CONTRACTUAL LIABILITY) (\$1,000,000 EACH OCCURRENCE)  
(\$1,000,000 PRODUCTS-OMP/OP)  
(\$1,000,000 PERS & ADV INJURY)  
(\$1,000,000 COMBINED SINGLE LIMIT (INCLUDE HIRED AND NON-OWNED LIABILITY))
- AUTOMOBILE LIABILITY (\$1,000,000 COMBINED SINGLE LIMIT (INCLUDE HIRED AND NON-OWNED LIABILITY))
- WORKER'S COMPENSATION (\$1,000,000 EACH ACCIDENT)
- EMPLOYER'S LIABILITY (\$1,000,000 DISEASE-POLICY LIMIT)  
(\$1,000,000 DISEASE-EACH EMPLOYEE)
- THE CITY OF MARCO ISLAND, FLORIDA MUST BE NAMED AS AN ADDITIONAL INSURED UNDER THE GENERAL LIABILITY POLICY. CONTRACTOR'S AND/OR SUBCONTRACTOR'S GENERAL LIABILITY SHALL BE ON A PRIMARY AND NON-CONTRIBUTORY BASIS.

THE ABOVE REFLECTS THE MINIMUM REQUIREMENTS FOR WORKING WITH THE CITY OF MARCO ISLAND, FLORIDA. ANY REQUIREMENTS FOUND IN A PARTICULAR JOB'S CONTRACT THAT ARE OF A HIGHER STANDARD WILL PREVAIL.

THE CITY OF MARCO ISLAND, FLORIDA MUST BE GIVEN A CERTIFICATE OF INSURANCE SHOWING THAT THE ABOVE REQUIREMENTS HAVE BEEN COMPLIED WITH. A CURRENT CERTIFICATE OF INSURANCE MUST BE IN THE CITY'S OFFICES BEFORE THE WORK BEGINS. THE CERTIFICATE OF INSURANCE MUST REMAIN CURRENT IN ORDER FOR THE CITY TO ISSUE PAYMENTS TO THE CONTRACTOR OR SUB CONTRACTOR.

- (1) The City of Marco Island City Council shall be named as an Additional Insured and the policy shall be endorsed that such coverage shall be primary to any similar coverage carried by the Owner.
- (2) This policy shall include contractual liability coverage to contemplate the indemnity provisions of this agreement.
- (3) Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same contractor shall provide the City with certificates of insurance meeting the required insurance provisions.
- (4) The City of Marco Island must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability.
- (5) The City of Marco Island shall be named as the Certificate Holder. NOTE: The "Certificate Holder" should read as follows:

The City of Marco Island  
50 Bald Eagle Drive  
Marco Island, FL 34145

**(6) Thirty (30) Days Cancellation Notice is required.**

**12. INDEMNIFICATION:** The Contractor, in consideration of One Hundred Dollars (\$100), the receipt and sufficiency of which is accepted through the signing of this Agreement, shall hold harmless and defend the City of Marco Island and its agents and employees from all suits and actions, including attorneys fees, and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this Agreement or Work performed hereunder. This provision shall also apply to any claims brought against the City by any employee of the named Contractor, the Contractors' subcontractor or sub-subcontractor, or anyone directly or indirectly employed by any of them. The Contractor's obligation under this provision shall not be limited in any way by the agreed upon contract price as listed in Section 4 above, or the Contractor's limit of, or lack of, sufficient insurance protection. The first One Hundred Dollars (\$100) of money received on the contract price herein is considered as payment of this obligation by the City.

This section does not pertain to any incident arising from the sole negligence of the City of Marco Island.

**13. ADMINISTRATION OF AGREEMENT:** This Agreement shall be fully administered by the General Manager of the Water and Sewer Department or his designee on behalf of the City. The Contractor shall only receive and act upon orders and directives issued by the General Manager of the Water and Sewer Department, his designee, or the City's Purchasing and Fiscal Analyst.

**14. COMPONENT PARTS OF THIS AGREEMENT:** This Agreement consists of, by reference, the Contract Bidding Documents for: Commercial Electrical Services, **Contract No. 19-001** and the Contractor's Bid submittal, attached, and thus made a formal part of the binding Agreement between the City and the Contractor.

**15. OFFER EXTENDED TO OTHER ENTITIES:** The City of Marco Island encourages and agrees to the

successful bidder/proposer extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder/proposer.

**16. SUBJECT TO APPROPRIATION:** It is further understood and agreed by and between the parties herein that this Agreement is subject to the continuation of appropriation of funds by the City Council of the City of Marco Island.

**17. AUDITS AND PUBLIC RECORDS:**

**17.1. Audits.** Contractor shall maintain adequate records to justify all charges, expenses and costs incurred in performing the Work outlined in this Agreement for at least four (4) years after the completion of Work pursuant to this Agreement. Owner reserves the right to audit the records of the Contractor related to the Work performed at any time during the execution of the Work and for a period of four (4) years after final payment for such Work is made.

**17.2. Public Records.** Contractor acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to Marco Island contracts, pursuant to the provisions of Chapter 119, Florida Statutes. Contractor agrees to maintain public records in its possession or control in connection with its performance under this Agreement and to provide the public with access to public records in accordance with the record maintenance, production and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by law. Contractor shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law.

Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Owner. In the event of termination of this Agreement by either party, any reports, photographs, surveys and other data and documents and public records prepared by, or in the possession or control of, Contractor, whether finished or unfinished, shall become the property of the Owner and shall be delivered by Contractor to the Owner's City Manager, at no cost to the Owner, within seven (7) days of termination of this Agreement. All such records stored electronically by Contractor shall be delivered to the Owner in a format that is compatible with the Owner's information technology systems. Upon termination of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure. Any compensation due to Contractor shall be withheld until all documents are received as provided herein. Contractor's failure or refusal to comply with the provisions of this Section may result in the immediate termination of this Agreement by the Owner.

**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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239.389.5010; LLITZAN@CITYOFMARCOISLAND.COM; 50 BALD EAGLE DR., MARCO ISLAND, FL 34145.**

**18. ANTI-LOBBYING:** Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for Contractor any fee, commission, percentage fee, gifts or any other considerations contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Owner shall have the right to cancel this Agreement without liability.

19. **SEVERABILITY:** Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

20. **ORDER OF PRECEDENCE:** In the event of any conflict between or among the terms of any of the Contract Documents, the terms of the Construction Agreement and the General Terms and Conditions shall take precedence over the terms of all other Contract Documents. To the extent any conflict in the terms of the Contract Documents cannot be resolved by application of the Construction Agreement and the General Terms and Conditions, the conflict shall be resolved by imposing the more strict obligation under the Contract Documents upon Contractor.

21. **GOVERNING LAW, JURISDICTION AND VENUE:** The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue for any action to enforce this Agreement shall be in Collier County, Florida.

[The Remainder of This Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement on the latest date(s) indicated below.

ATTEST:

Bentley Electric Company of Naples FL, Inc.

Anne Bentley  
Corporate Secretary/Witness

2<sup>nd</sup> Witness (If Not Incorporated)

ITS: PRESIDENT

President (If Incorporated)

Date: DECEMBER 04, 2018

[Corporate Seal]

ATTEST:

Laura Litzan  
Laura Litzan, City Clerk

Date: 12-10-18

Alan S. Gabriel  
Alan Gabriel, City Attorney

OWNER:  
CITY OF MARCO ISLAND  
MARCO ISLAND, FLORIDA

Guillermo Polanco  
Guillermo Polanco, Interim City Manager

*iu*  
12-10-18