

John E. Manning District One

Cecil L Pendergrass District Two

Larry Kiker District Three

Brian Hamman District Four

Frank Mann District Five

Roger Desjarlais County Manager

Richard Wm. Wesch County Attorney

Donna Marie Collins *Hearing Examiner*

June 18, 2015

Cheslosky Electric, Inc Mr. James Cheslosky 1340 Betmar Blvd N. Fort Myers, FL 33903

SUBJECT: RFQ150161 ELECTRICAL CONTRACTORS CONTINUING CONTRACT

ENCLOSURE (1): Executed Copy of Construction Contract Agreement ENCLOSURE (2): Professional Services Invoice Statement

Dear Mr. Cheslosky:

Enclosed is your executed copy of the Construction Contract Agreement for the project known as "Electrical Contractors Continuing Contract".

The Contract No. is 7138 and must be on all invoices.

If you should have any questions, please contact our office at the above number.

Sincerely, PROCUREMENT MANAGEMENT

Diana Khan

Diana Khan Procurement Manager

C: <u>Financeonbase@leeclerk.org</u> Project File (239) 533-5450

LEE COUNTY CONSTRUCTION CONTRACT

AGREEMENT FORM

Contract No. 7138 Board Award Date: 5/19/2015

AGREEMENT
made as of the26th
26th
day of May in year of 2015BETWEEN the COUNTY:
Board of County Commissioners, Lee County,
Florida and the CONTRACTOR:
Cheslosky Electric, Inc.
1340 Betmar Blvd
N. Fort Myers, FL 33903
Incorporated in the
State of 12

Name and Address

in consideration of the mutual covenants herein set forth, agree as follows:

ARTICLE 1. WORK

The CONTRACTOR shall perform all the Work required by the Contract Documents:

Scope of Work: Lee County Board of County Commissioners is requesting Qualification Statements from interested electrical contractors who will perform work on an "as need" basis. The contractors will be performing new electrical installations and repairs at LCU's water, wastewater, distribution, collections, or other designated County systems. This contract will include minor electrical material to complete the electrical repair or installation. One or more contractors may be selected. This contract will have two levels of services and qualifications.

in full accordance with the drawings and as elaborated in the specifications.

PROJECT NAME: RFQ150161 Electrical Contractors Continuing Contract

LOCATION: Lee County, Florida

ARTICLE 2. AMOUNT OF CONTRACT

2.1 The COUNTY shall pay the CONTRACTOR in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the sum specified by each project received under this Contract.

CONSTRUCTION CONTRACT ARTICLE 3. PROGRESS PAYMENTS

Based upon Applications for payment submitted to the OWNER'S Representative by the CONTRACTOR, and Certificates for Payment issued by the OWNER'S Representative, the COUNTY shall make progress payments on account of the Contract Price to the CONTRACTOR as provided in the Contract Documents as follows:

3.1 Not later than <u>fifteen (15)</u> calendar days following the approval of an Application for payment, ninety percent (90%) of the portion of the Contract Price properly allocated to labor, materials and equipment incorporated in the Work and ninety percent (90%) of the portion of the Contract Price properly allocated to materials and equipment suitably stored at the site or at some other location agreed upon in writing, for the period covered by the application for payment, less the aggregate of previous payments made by the COUNTY.

3.1.1 At the discretion of the project manager, department director and final authorization by the Public Works Director, once the project reaches 50% completion and the County is holding 5% of the total contract amount, no further retainage may be withheld from the subsequent monthly invoices, provided however, that the project is on schedule. At any time the project falls behind schedule, the County retains the exclusive right to revert back to the original contract terms, by withholding the full 10% retainage, until the project is back on schedule or the project is completed.

3.2 Upon final completion of the work and acceptance of the project, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract Price, less such amounts as the COUNTY shall determine for all incomplete Work, unsettled claims or unused units as provided in the Contract Documents.

ARTICLE 4. CONTRACT DOCUMENTS

This Contract entered into this date by the Lee County Board of County Commissioners and the CONTRACTOR. WITNESSETH that the parties hereto do mutually agree as follows:

The CONTRACTOR shall furnish all labor, equipment, and materials and perform the Work above described for the amount stated above in strict accordance with the General Conditions, Supplementary Information, Plans and Specifications and other Contract Documents, all of which are made a part hereof as if attached and enumerated as follows:

4.1 Lee County Request for Bids/Project Manual Titled: Electrical Contractors Continuing Contract

DATED: 2/27/15

- 4.1.1 Contractors Bid Proposal Dated <u>3/20/15</u>, ATTACHED AS EXHIBIT "A"
- 4.2 Project Drawings consisting of the following sheets listed by title and date:

CONSTRUCTION CONTRACT ARTICLE 4. CONTRACT DOCUMENTS (Continued)

4.3 Public Payment and Performance Bond

4.4 Certificate of Insurance

4.5 Notice of Award

4.6 Addenda

4.7 Documentation submitted by the CONTRACTOR prior to the Notice of Award:

4.8 The following which may be delivered or issued after the effective date of the Agreement and are not attached hereto: All written amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraph 5.6 and 5.7 of the General Conditions (Part F of the Bid Documents).

ARTICLE 5. TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

5.1 Work to be started on the date specified in the Official Notice to Proceed.

5.2 Substantial completion shall be achieved not later than the number of days specified in the Bid Proposal.

5.3 Final completion shall be achieved not later than the number of days specified in the Bid Proposal.

Liquidated Damages:

5.4 The COUNTY and CONTRACTOR recognize that time is of the essence of this agreement and that the COUNTY will suffer financial loss if the work is not completed within the times specified in 5.2 and 5.3 above, plus any extensions thereof allowed by Change Order. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the COUNTY if the work is not completed on time. Accordingly, instead of requiring any such proof, COUNTY and CONTRACTOR agree that as Liquidated Damages for delay (but not as a penalty) the sum of $\frac{1}{2}$ per day shall be deducted from monies due the CONTRACTOR or paid by the CONTRACTOR to the COUNTY for each calendar day that expires after the time specified for Substantial Completion and the project fails to reach Substantial Completion. The CONTRACTOR shall also be liable COUNTY due to the for Actual Damages sustained by the anv CONTRACTOR'S failure to fully complete the work by the time agreed upon for Final Completion in the Contract Documents. Actual Damages may include, but not be limited to: costs related to supervision, inspection, rentals, testing, consulting fees, or lost productivity. The COUNTY shall have the right to deduct all damages due from the final payment request as well as retainage. However, prior to deducting liquidated damages, the COUNTY shall give the CONTRACTOR seven (7) calendar days notice prior to submitting the adjusted amount due to the Clerk for payment.

CONSTRUCTION CONTRACT

ARTICLE 6. MISCELLANEOUS PROVISIONS

6.1 Final payments, constituting the entire unpaid balance of the Contract Price shall be paid by the COUNTY to the CONTRACTOR when the work has been completed, the Contract fully performed, and a final Certificate for Payment, form No. CMO:013, has been approved by the COUNTY.

6.2 Terms used in the Agreement which are defined in the General Conditions of the Contract (Part F of the Bid Documents) shall have the meaning designated in those conditions.

6.3 The COUNTY and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

6.4 The CONTRACTOR shall not assign or transfer any of its rights, benefits, or obligations, except for transfer that result from transfer or consolidation with a third party, without the prior written approval of the COUNTY. The CONTRACTOR shall have the right to employ other persons and/or firms to serve as sub-contractors in connection with the requirements of the Contract Documents.

6.5 The CONTRACTOR agrees through the signing of this agreement by an authorized party or agent that he shall hold harmless and defend the County of Lee and its agents and employees from all suits and action, including attorney's fees, and all cost of litigation and judgements of every name and description arising out of and incidental to the performance of this Contract Document or work performed thereunder, whether or not due to or caused by negligence of the COUNTY, excluding only the sole negligence of the COUNTY. This provision shall also pertain to any claims brought against the COUNTY by any employee of the CONTRACTOR, or sub-contractor(s), or anyone directly or indirectly employed by any of them. The CONTRACTOR'S obligation under this provision shall not be limited in any way to the agreed upon Contract Price as shown in this agreement or the CONTRACTOR'S limit of or lack of sufficient insurance protection. In witness whereof, COUNTY and CONTRACTOR have signed this agreement in duplicate. One counterpart has been retained by the Clerk of the Board of County Commissioners, one to the Project Sponsoring Department, and one part each has been delivered to the Lee County Procurement Management, and the CONTRACTOR. All portions of the Contract Document have been signed or identified by COUNTY and CONTRACTOR, or by COUNTY'S CONSULTANT on their behalf.

Signed, sealed, and delivered in the presence of:

Name of Business (Correct 'etary omes M. Ches BY: SI HE Title Corporate Seal Date: BOARD OF COUNTY COMMISSIONERS OF OM LEE COUNTY, FLORIDA

ATTEST: Clerk of the Board BY: <u>Musakin</u> Deputy Clerk



BY: Sin Jum.

Date: <u>5-/9-20</u>

APPROVED as to Form for the Reliance of Lee County Only

BY:

Assistant County Attorney

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CHESLOSKY ELECTRIC, INC. Phone 239-997-2052 Fox 239-997-721

Fox 239-997-7219

COMPANY INFORMATION

CHESLOSKY ELECTRIC, INC.

CONTACT PERSON: JAMES M. CHESLOSKY

PHONE: (239) 997-2052

MOBILE: (239) 841-1602

EMAIL: JAMES@CHESLOSKYELECTRIC.COM

RFQ150161

ELECTRICAL CONTRACTORS CONTINUING CONTRACT

Submitted by: James M. Cherlory, 3-20-15 James M. Chestocky, pres

Livense # EC0002214 1340 Betmar Blvd., North Ft. Myers, Florida 33903

RFQ NO.: RFQ150161

bid/proposal protest are found in the Lee County Procurement Code/<u>Manual</u> posted on the Lee County website. In order to preserve your right to protest, you must file a written *Notice of Intent to File a Protest* with the Lee County Procurement Management Director by close of business (5pm) on the 3rd day after the decision affecting your rights is posted on the Lee County website. The notice must clearly state the basis and reasons for the protest. The written Notice of Intent to File a Protest must be physically received by the Procurement Management Division within the required time frame; no additional time is granted for mailing. To secure your right to protest, you will also be required to post a Protest Bond and file a written Formal Protest document within 10 calendar days after the date the Notice of Intent to File a Protest is received by Procurement Management.

FAILURE TO FOLLOW THE BID/PROPOSAL PROTEST PROCEDURE REQUIREMENTS ESTABLISHED BY THE LEE COUNTY, FLORIDA, BOARD OF COUNTY COMMISSIONERS AS SET FORTH IN THE PROCUREMENT CODE/MANUAL CONSTITUTES A WAIVER OF YOUR RIGHT TO PROTEST AND TO PURSUE ANY RESULTING CLAIMS.

NOTE REQUIREMENT: IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO CHECK LEE COUNTY PROCUREMENT MANAGEMENT WEB SITE FOR ANY PROJECT ADDENDA ISSUED FOR THIS PROJECT. THE COUNTY WILL POST ADDENDA TO THIS WEB PAGE, BUT WILL NOT NOTIFY.

The undersigned acknowledges receipt of Addenda numbers:

This is in response to: (Check which applies)

Level 1:

Level 2:

Both:

cypetra Leslosing 510/2reas. 2.20-15

ANTI-COLLUSION STATEMENT

THE BELOW SIGNED BIDDER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS BID WITH OTHER BIDDERS AND HAS NOT COLLUDED WITH ANY OTHER BIDDER OR PARTIES TO A BID WHATSOEVER. NOTE; NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIALS (AS APPLICABLE).

FIRM NAME: Cheslosky Electric, Inc.

BY (Printed): James M. Cheslosky

hestochy neo M BY (Signature):

TITLE: President

FEDERAL ID # OR S.S.# 65-0086028

ADDRESS: 1340 Betmar Blvd, N Ft Myers, FL 33903

PHONE NO.: (239) 997-2052

FAX NO.: (239) 997-2052

CELLULAR PHONE/PAGER NO.: (239) 841-1602

DUNS#: 118312883

LEE COUNTY LOCAL BUSINESS TAX ACCOUNT NUMBER: 8601997

E-MAIL ADDRESS: James@chesloskyelectric.com

DISADVANTAGED BUSINESS ENTERPRISE (DBE): Yes X No

1.0 EXPERIENCE

A. Contractor Qualifications

Cheslosky Electric, Inc. has been engaged in electrical contracting in Southwest Florida since 1986. In that time, we have completed all types of electrical installation, including low and high voltage wiring, motor control and protection, telemetry and radio frequency applications and generator and UPS power supplies. During the last five years, we have been involved in projects for Lee County Utilities including variable frequency drive replacement at the Gateway Plant, electrical service motor control & telemetry at multiple well heads in the Corkscrew Well Field, automatic transfer switch replacements in lift stations at Pine Island, San Carlos, Bella Terra, and other sites, generator & transfer switch replacement at the Corkscrew water plant, and many other electrical needs for the Lee County Utilities Maintenance Department.

B. References

- Owner Lee County Utilities, 1500 Monroe Street, Ft Myers, FL 33901 Doug Meyers, Project Manager John Post, Electrical Supervisor
 - Contractor Westco Builders, 2435 Fowler Street, Ft Myers, FL 33901 Rich McConville (239) 332-2887

Job description – Lee County Corkscrew – WTP Standby – Power System Upgrade – Remove and replace two generators, upgrade generator service conductors to 1200 Amps and control wiring Project value - \$51,900

 Owner – Lee County Utilities, 1500 Monroe Street, Ft Myers, FL 33901 Contractor – Casey Construction, 2090 Hendry Street, Ft Myers, FL 33901 Patt Karr (239) 461-5333

Job description – Lee County Utilities – Reclaim Station Upgrade – 13 stations, various locations, install control wiring for automatic valves, pressure gauges, and flow meters. Build equipment racks for control cabinets and electrical services. Project value - \$78,000

 Owner – Lee County Bd of Cty Commissioners, 1500 Monroe Street, Ft Myers, FL 33901

Ayoub AlBaou, Representative

Contractor – Bundschu-Kraft, 6700-01 Daniels Pkwy, Ft Myers, FL 33912

Dan Kraft (239) 693-1000

Job description – Development Services Inspector/Licensing Bldg, 1825 Hendry St, Ft Myers, FL 33901 – Install wiring, light fixtures, fire alarm, and switch gear

Project value - \$350,000 +/-

 Owner – Lee County Bd of Cty Commissioners, 1500 Monroe Street, Ft Myers, FL 33901

Rick Dalziel and Randy Harris, Representatives Contractor – Target Builders, 2043 W First Street, Ft Myers, FL 33901 Steve Adkins, Owner (239) 337-7585

- Job description Lee County Justice Center Parking Structure, 2120 Dr Martin Luther King Blvd, Ft Myers, FL 33901 – Supply and install wiring, light fixtures, security and switch gear. Project value - \$475,000
- Owner Lee County Bd of Cty Commissioners, 1500 Monroe Street, Ft Myers, FL 33901
 Daniel Cruz, Depresentative (220) 470, 8505

Daniel Cruz, Representative (239) 479-8505

CHESLOSKY ELECTRIC, INC. RFQ150161 – LEVEL 1 & 2 2/27/15

Contractor – Casey Construction, 2090 Hendry Street, Ft Myers, FL 33901

Patt Karr, owner (239) 461-5333

Job description – North West Regional Library, 519 Chiquita Blvd N, Cape Coral, FL 33993 – Supply and install wiring, light fixtures, fire alarm and switch gear.

Project value - \$489,000

CHESLOSKY ELECTRIC, INC.

2.0 PERSONNEL & EQUIPMENT

A. Staff Credentials

- James Cheslosky Florida State Certified Master Electrician License # EC0002214, Baltimore County Maryland Certified Master Electrician License # MG1656 – 35 years experience in the electrical trade, 4 years Electrical Vocational School completed in State of Maryland, proficient in residential, commercial, industrial, utility, motor control and high voltage.
- Jeff Jorgensen 18 years experience in the electrical trade including residential, commercial and industrial service & new construction.
 Experienced in project management, supervision of employees and production at all levels.
- Edwin Colon 30 years experience in the electrical trade including residential, commercial and industrial service & new construction.
 Experienced in project management, supervision of employees, and production at all levels.
- Gilbert Deyto 15 years experience in the electrical trade including residential, commercial and industrial service & new construction.
 Experienced in project management, supervision of employees and production at all levels. 4 years Electrical Vocational School completed in Lee County, Florida.
- Heath Holland 15 years experience in the electrical trade including residential, commercial and industrial service & new construction.
 Experienced in project management, supervision of employees and

- production at all levels. Completed Tom Henry Electrical Continuing Education Course.
- 6. Miscellaneous Employees Numerous 3 years or less experience electrical apprentices.
- Primary Contact
 James M. Cheslosky
 Office (239) 997-2052
 Cell (239) 841-1602
 Email james@chesloskvelectric.com

8. Equipment and Material -Capability

Cheslosky Electric, Inc. has proven time and again its ability to complete small and large projects on time and within budget. In 29 years, we have never been pulled off a job or been assessed liquidated damages.

Cheslosky Electric has a low employee turnover rate.

Cheslosky Electric has all the necessary equipment to perform all types of installations including wire pulling machines, rotation testers, multi-meter equipment, drills, saws, and safety equipment.

Cheslosky Electric has superior credit and maintains decade old business relationships with HD Supply, Graybar, and Rexel/CED. These companies provide us with superior service and the materials we need to complete any project.

9. Statement of Willingness to Mobilize

Cheslosky Electric, Inc. takes every one of its contracts seriously. If we are chosen for this work, we will meet the requirement of our client by providing the necessary equipment and personnel to complete the project on time and within budget, even with short notice. RFQ150161 – LEVEL 1 & 2

for the last fifteen years, Cheslosky Electric has completed numerous projects for all divisions of Lee County Government and have always met the client's expectations.

3.0 EMERGENCY RESPONSE

1. Contacts

A. James M. Cheslosky, Owner
Office # (239) 997-2052
Cell # (239) 841-1602
Email – james@chesloskyelectric.com

B. Cynthia J. Cheslosky, Office & Personnel Manager
Office # (239) 997-2052
Cell # (239) 841-1603
Email – cjchesl@comcast.net

C. Jeffrey Jorgensen, Electrician
Office # (239) 997-2052
Cell # (239) 297-6988
Email – jeffreygoodguy@hotmail.com

 Cheslosky Electric, Inc. can react to emergency service as required to meet the needs of Lee Cty Utilities including phone support, manpower, materials, and equipment. Our material distributors provide us with 24 hr. response for emergency need. We have the ability to contact our employees during off hours when need for emergency response.

3. Office Location – 1340 Betmar Blvd, N Ft Myers, FL 33903

CHESLOSKY ELECTRIC, INC.

4.0 SAFETY REQUIREMENTS

A. Cheslosky Electric, Inc. will meet or exceed the NFPA 70E requirements and will follow it when working on any electrical equipment.

CHESLOSKY ELECTRIC, INC.

5.0 CERTIFICATE OF INSURANCE

- A. Certificates of Insurance
 - 1. Worker's Compensation Attached
 - 2. Commercial General Liability Attached
 - 3. Business Automobile Policy Attached
- B. Copies of Licenses Attached
- C. Affidavit Certification Attached

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SUOC0028



Lee County Tax Collector

2480 Thompson Street Fort Myers, Florida 33901 www.leetc.com Tel: 239.533.6000

Local Business Tax Account: 8601997

Dear Business Owner:

Your 2014-2015 Lee County Local Business Tax Receipt is attached below. The receipt is nonregulatory and is issued using the information currently on file with our office. It does not signify compliance with zoning, health or other regulatory requirements nor is it an endorsement of work quality.

Annual account renewal notices are mailed in August to the address of record at that time; to ensure delivery of your annual notice, mailing addresses may be updated online at <u>www.leetc.com</u>. If there is a change in the business name, ownership, physical location or if the business is being closed, please follow the instructions on the back of this letter to transfer or to close the account.

I hope you have a successful year.

Lay D. Hart

Lee County Tax Collector

Detach and display bottom portion and keep upper portion for your records

Collector	4 - 2015
	ACCOUNT EXPIRES SEPTEMBER 30, 20
Location 1340 BETMAR BLVD N FT MYERS FL 33903	May engage in the business of: CERTIFIED ELECTRICAL CONTRACTOR
	THIS LOCAL BUSINESS TAX RECEIPT IS NON REGULATORY
CHESŁOSKY ELECTRIC INC CHESLOSKY JAMES MICHAEL	THIS IS NOT A BILL - DO NOT PAY
	THIS IS NOT A BILL - DO NOT PAY PAID 360693-22-1 08/13/2014 08:57 WEB \$50.00



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS LICENSING BOARD 1940 NORTH MONROE STREET TALLAHASSEE FL 32399-0783 (850) 487-1395

CHESLOSKY, JAMES MICHAEL CHESLOSKY ELECTRIC INC 409 EAST NORTH SHORE DRIVE NORTH FORT MYERS FL 33917

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

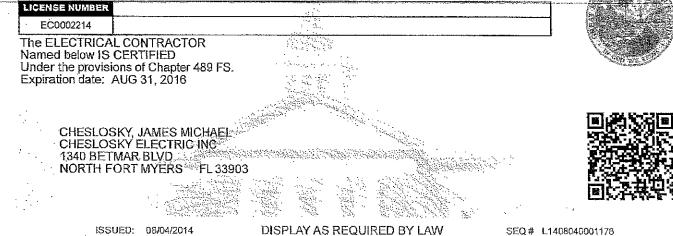
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	STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
	EC0002214 ISSUED 08/04/2014
•	CERTIFIED ELECTRICAL CONTRACTOR CHESLOSKY, JAMES, MICHAEL CHESLOSKY ELECTRIC INC
	IS CERTIFIED under the provisions of Ch.489 FS.

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY





RFQ NO.: RFQ150161

AFFIDAVIT CERTIFICATION -IMMIGRATION LAWS

SOLICITATION NO.: RFQ150161 PROJECT NAME: Electrical Contractors Continuing Contract

LEE COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

LEE COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

, Cor	npany Name: Chesk	osky Electric, Inc.	
Dames M. C.	Leslosh 1	resident 3/2	0/15
0		/	
* Signature	Title	Date	

STATE OF	FLORIDA
COUNTY OF	LEE

The foregoing instrument was signed and acknowledged before me this 20 TH day of MARCH 20.15 by JAMES M. CHESLOSKY who has produced FLORIDA DRUGS UCONSE (Print or Type Name) C242 - 453 - 61 - 027 - 0

(Type of Identification and Number)

Notary Public Signature

PATRICIA RUTTERZ

Printed Name of Notary Public

EE 173128 02-26-2016

Notary Commission Number/Expiration

Notary Public State of Florida Patricia Rutter My Commission EE 173128 Expires 02/26/2016

SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS RFQ 150 161 CHESLOSKY ELECTRIC, INC

715 MAR 23 M10 Ø

Bob Janes District One

A. Brian Bigelow District Two

Ray Judah *District Three*

Tammy Hall District Four

Frank Mann District Five

Karen B. Hawes County Manager

Blue Sheet No. 20150216	Lee County Board Of County Commissioners Agenda Item Report	Item No. 18
	Meeting Date: 5/19/2015	

TITLE:

Provide the County with qualified contractors for Electrical Contractors Continuing Contract.

ACTION REQUESTED:

A) Concur with the selection by the Qualifications Selection Committee for RFQ150161, ELECTRICAL CONTRACTORS CONTINUING CONTRACT, and authorize staff to negotiate on a project-by-project basis with the following seven (7) Contractors: A+ Electric LLC; Brittania Electric, Inc.; Cheslosky Electric, Inc.; Cogburn Bros, Inc.; Gulf States Electric, Inc.; Technical Management Associates, Inc.; and Simmonds Electrical of Naples Inc.; with a total annual expenditure amount not-toexceed \$900,000.00, cumulatively for all awarded contractors, for a contract period of one year with an option to renew for four additional one-year periods, upon mutual agreement of both parties.

 B) Delegate authority, solely to the County Manager, to approve project awards in excess of \$100,000 provided the cumulative annual expenditure for all projects does not exceed the annual total \$900,000.00.

C) Projects will only be awarded under this contract if the estimated construction cost is less than \$300,000; projects of \$300,000 or more must be subject to a separate sealed bid process per statutory requirements.

D) Grant the Procurement Director with County Administration approval the authority to renew this agreement for four additional one-year periods, at the same terms and conditions, if doing so is in the best interest of Lee County.

E) Authorize the Chair to execute contracts on behalf of the Board upon receipt.

FUNDING:

LCU estimates annual expenditures of approximately \$900,000 for this project. These services are funded from the Enterprise Fund, and they are included in the LCU FY14/15 Operating and Capital Improvements Budgets.

The annual contract may be renewed for up to four additional one-year periods, with an total expenditure limit of \$900,000 each year. Funds will be available each year from the LCU Operating and Capital Improvements Budgets.

Funds: Lee County Utilities Operating and Capital Improvements Funds; Programs – Water Treatment Plants, Wastewater Treatment Plants, Wastewater Collection and Capital Projects; Other Contracted Services, Furniture and Equipment.

Funds are available in account strings: OD5360148700.503490, OD5360448700.503490, OD5360548700.503490, OD5361848700.503490, OD5361948700.503490, OD5362048700.503490, OD5362448700.503490, OD5362748700.503490, OD5362848700.503490, OD5363148700.503490, OD5365148700.503490, 20713848730.506410, 20714948730.506410, 20726848730.506410, 20744448730.506410, 40731748720.503490, 40743948730.503490, 40760348720.503490.

WHAT ACTION ACCOMPLISHES:

This item provides Lee County Utilities with seven (7) contractors to perform work on an "as needed" basis. The contractors will be performing electrical installations and repairs at LCU's water, waste water,

Required Review:									
Pam Keyes	Reginald Kantor	Mike Figueroa	Corris L. McIntosh Jr.	Peter Winton	Doug Meurer				
UTILITIES	Budget Analyst	Risk	County Attorney	Budget Services	County Manager				

distribution, collections, or other designated County systems. This contract will include minor electrical materials to complete the electrical repair or installation. This is an annual contract with the option to renew for up to four additional one-year periods, and has an annual expenditure not-to-exceed \$900,000.

MANAGEMENT RECOMMENDATION:

Approve

Requirement/Purpose: (specify)	Request Initiated	
Statute	Commissioner:	
Ordinance	Department: UTILITIES	
Admin Code AC-4-4	Division: No Divisions	
Other	By: Pam Keyes	

Background:

Letters of Qualifications were solicited on behalf of the Board of County Commissioners for RFQ150161, ELECTRICAL CONTRACTORS CONTINUING CONTRACT.

The deadline for receipt of the Qualification Submittals was March 23, 2015. A total of seven (7) submittals were received by the established date. All seven (7) submittals were considered at the Qualification Selection Committee meeting held on April 6, 2015. The Qualification Selection Committee consisted of the following staff members: Pam Keyes, Director of Public Utilities, Non-Voting Chair; Hank Barroso, Utilities Plant Operations; Doug Meyer, Utilities Electrical and Instrumentation Manager; and John Post, Utilities Electrical Superintendent.

After reviewing the seven (7) submittals it was determined by the Selection Committee that all contractors meet the minimum qualification requirements. Therefore on the basis of the information submitted by the Contractors in their Qualification Statements, and after ranking the submittals by compliance with the requirements of the RFQ and the project, it was the consensus of the Committee to recommend award to and authorize staff to negotiate on a project-by-project basis with the following seven (7) Contractors: A+ Electric LLC; Brittania Electric, Inc.; Cheslosky Electric, Inc.; Cogburn Bros, Inc.; Gulf States Electric, Inc.; Technical Management Associates, Inc.;and Simmonds Electrical of Naples, Inc.; with an anticipated annual expenditure amount of \$900,000.00 for a contract period of one year, and with an option to renew for four additional one-year periods, upon mutual agreement of both parties.

A+ Electric LLC and Brittania Electric, Inc. only wish to be considered for projects not exceeding \$200,000.00, as stated in their Qualifications Statements and consistent with the minimum submittal requirements.

1) Sample Contract

2) Short List Meeting minutes dated April 6, 2015