



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

(239) 533-5450

June 18, 2015

Gulf States Electric
Mr. Martin Rogers
4585 Progress Ave
Naples, FL 34104

SUBJECT: RFQ150161 ELECTRICAL CONTRACTORS CONTINUING
CONTRACT

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

Dear Mr. Rogers:

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

The Contract No. is **7139** 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: Financeonbase@leeclerk.org
Project File

LEE COUNTY CONSTRUCTION CONTRACT
AGREEMENT FORM

Contract No. 7139
Board Award Date: 5/19/2015

AGREEMENT

made as of the 19th day of May in year of 2015
BETWEEN the COUNTY: Board of County Commissioners, Lee County,
Florida and the CONTRACTOR:

Gulf States Electric
4585 Progress Ave.
Naples, FL 34104

Name and Address

Check Appropriate Line:
Individual
Partnership
X Incorporated in the
State of Florida

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 fifteen (15) 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 3/23/15, 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 \$ 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 for any Actual Damages sustained by the COUNTY due to the 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.

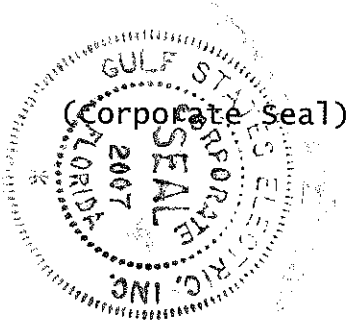
6.5 The CONTRACTOR agrees through the signing of this agreement by an authorized party or agent that he shall hold harmless and defend the County of Lee and its agents and employees from all suits and action, including attorney's fees, and all cost of litigation and judgements of every name and description 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.

CONSTRUCTION CONTRACT

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:

Jonas Buck
Secretary



Gulf States Electric, Inc.
(Correct Name of Business)

BY: Martin Rogers
President
Title

Date: 5/20/2015

BOARD OF COUNTY COMMISSIONERS OF
LEE COUNTY, FLORIDA

ATTEST: Clerk of the Board
BY: Theresa King
Deputy Clerk



BY: Brian Ham
Chair

Date: 5-19-2015

APPROVED as to Form for the Reliance of Lee
County Only

BY: [Signature]
Assistant County Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/15/2014

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 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).

| | |
|--|--|
| PRODUCER PREMIER INSURANCE CORP., INC. 1326 CAPE CORAL PARKWAY E, STE. 1 CAPE CORAL, FL 33904 | CONTACT NAME: PHONE (A/C, No, Ext): 239-542-7101 FAX (A/C, No): 239-542-0693 E-MAIL: aileen@premierinsurancecorp.com ADDRESS: aileen@premierinsurancecorp.com |
| INSURED GULF STATES ELECTRIC, INC. 4585 PROGRESS AVENUE NAPLES, FL 34104 | INSURER(S) AFFORDING COVERAGE INSURER A: FCCI INSURANCE COMPANY INSURER B: FFVA MUTUAL INSURANCE COMPANY INSURER C: INSURER D: INSURER E: INSURER F: |

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 | ADDITIONAL SUBROGATION WAIVED | 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 <input checked="" type="checkbox"/> Blanket Addtl Insd CGL084 <input checked="" type="checkbox"/> Prim Noncontrib CGL025 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER | | GL0005012 | 12/29/2014 | 12/29/2015 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 \$ |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | CA0008297 | 12/29/2014 | 12/29/2015 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$ | | UMB0004855 | 12/29/2014 | 12/29/2015 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ |
| B | 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 <input type="checkbox"/> N/A | WC840-0019687-2014A | 12/29/2014 | 12/29/2015 | <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 | | CM0002850 | 12/29/2014 | 12/29/2015 | Scheduled Equip. \$46,500 Rented/Leased Equip. \$40,000 |

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

LEE COUNTY, A POLITICAL SUBDIVISION AND CHARTER COUNTY OF THE STATE OF FLORIDA, ITS AGENTS, EMPLOYEES, AND PUBLIC OFFICIALS, ARE NAMED AS "ADDITIONAL INSURED" ON THE GENERAL LIABILITY AS REQUIRED BY WRITTEN CONTRACT PER WORK PERFORMED BY THE NAMED INSURED, PER FORM CGL084 (10/13).

| | |
|---|---|
| CERTIFICATE HOLDER LEE COUNTY BOARD OF COUNTY COMMISSIONERS ATTN: LEE COUNTY PROCUREMENT MANAGEMENT P O BOX 398 FORT MYERS, FL 33902-0398 Fax: (239)335-2335 | CANCELLATION 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 <i>Lawrence M. Wier</i> <ANE> |
|---|---|

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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: _____

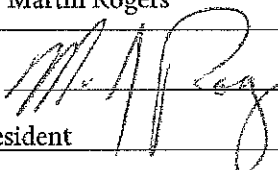
Both: X

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: Gulf States Electric

BY (Printed): Martin Rogers

BY (Signature): 

TITLE: President

FEDERAL ID # OR S.S.# 26-1387484

ADDRESS: 4585 Progress Ave
Naples, FL 34104

PHONE NO.: 239-263-7137

FAX NO.: 239-263-7328

CELLULAR PHONE/PAGER NO.: 239-398-0852

DUNS#: 783985997

LEE COUNTY LOCAL BUSINESS TAX ACCOUNT NUMBER:
Collier Tax # 941867

E-MAIL ADDRESS: Wierenut@aol.com

DISADVANTAGED BUSINESS ENTERPRISE (DBE): Yes ☒ No

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

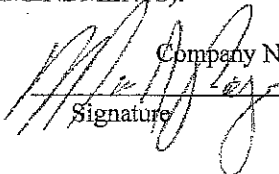
ELECTRICAL CONTRACTORS

SOLICITATION NO.: RFQ150161 PROJECT NAME: 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).


 Company Name: Gulf States Electric
 Signature: _____ Title: President Date: 3/23/15

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was signed and acknowledged before me this 23rd day of March 2015, by Martin Rogers who has produced

(Print or Type Name)

Personally known as identification.

(Type of Identification and Number)


 Notary Public Signature

Bradley Hamm

Printed Name of Notary Public
 Notary Public State of Florida
 Bradley K Hamm
 My Commission FF 139932
 Notary Commission Expiration 06/30/17

The signer of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

CRITERION 1 Company Qualifications

COMPANY INFORMATION

FIRM NAME: GULF STATES ELECTRIC, INC.
CONTACT PERSON: MARTIN J. ROGERS, PRESIDENT
TELEPHONE NO: (239) 263-7137 EXT 202
FAX NUMBER: (239) 263-7328
E-MAIL ADDRESS: WIERENUT@AOL.COM

Gulf States Electric, Inc. is an electrical contracting concern licensed under the law of the State of Florida.

Gulf States Electric, Inc. was formed in November of 2007 in order to purchase the assets and resume the operations of Gulf States, Inc. when the founder, Deane Madison passed away.

The management of the firm has remained unchanged since before the purchase. The president is Martin Rogers, Vice president is Jack Finley. Marty Rogers and Brad Hamm are the Estimators and Project Managers and the Field Operations Supervisor is Jimmy Brock. Jimmy is the lead on site electrician and he has over 14 years supervising electrical work for Gulf States Electric.

Our main concentration is on Water and Wastewater treatment facilities and other industrial projects.

The successful completion of projects and good financial management has earned Gulf States Electric a favorable rate for performance bonds with our bonding company. Our rate is under 1.00% for larger projects.

PROJECT REFERENCES REFERENCES:

- Owner: Lee County
 - Contact: Mikes Maillakakis, PE (239) 533-5672, MMailakakis@leegov.com
 - Technical Representative: RKS Consulting Engineers, 15400 Shamrock Drive, Ft Myers, FL 33912, Tracy Prokopetz - (239) 481-6775 tracyp@rksengineers.com
 - Project Name: Olga Water WTP Reservoir Plant Improvements Phase 3, Control System Upgrade
 - Contract Amount \$ 598,500
 - Description of the project: The control system for the entire plant was upgraded with new PLC's and automation. Our scope was primarily installing panels, raceways, wiring and terminations
-
- Owner: Collier County
 - Contact: Oscar P. Martinez, P.E., PMP Senior Project Manager Public Utilities Division (239) 252-6214 (o) / (239) 580-9380 (c). OscarMartinez@colliergov.net
 - Technical Representative: Don Williams PE
 - Project Name: Collier County Utilities, SCWRF Lightning Protection, Bonding and Grounding Upgrades.
 - Contract Amount: \$788,959
 - Description of the project: Extensive grounding lightning protection and surge suppression was installed at the facility.

- Owner: Collier County
 - Contact: Thomas Sivert, P.E., PMP Senior Project Manager Public Utilities Division (239) 252-6214 (o) / (239) 580-9380 (c). TomSivert@colliergov.net
 - Technical Representative: RKS Consulting Engineers, 15400 Shamrock Drive, Ft Myers, FL 33912, Tracy Prokopetz - (239) 481-6775 tracyp@rksengineers.com
 - Project Name: NCRWTP VFD Replacement Phase-2B & 3
 - Contract Amount: \$154,407.00
 - Description of the project: Replace a number of VFD's on the RO equipment at the facility.
-
- Owner: Pine Island
 - Contact: Mike Westhafer PE Mitchell & Stark Construction, mwesthafer@mitchellstark.com, 239-332-1632
 - Technical Representative: RKS Consulting Engineers, 15400 Shamrock Drive, Ft Myers, FL 33912, Tracy Prokopetz - (239) 481-6775 tracyp@rksengineers.com
 - Project Name: GPIA CENTER PUMP STATION
 - Contract Amount: \$125,682.00
 - Description of the project: Upgraded the electrical equipment at the facility.
-
- Owner: City of Naples
 - Contact: Michael McDonnell Stevens & Layton Inc, 239-693-1400, MM@salinc.net
 - Technical Representative: Cynthia Stellmack, CDM Smith, 2301 Maitland Center Pkwy, Suite 300 Maitland, FL 32751, 407-660-6404
 - Project Name: Golden Gate Canal Pump Station
 - Contract Amount: \$334,350.00
 - Description of the project: Furnish and install the electrical and instrumentation equipment at the facility.

LARGEST PROJECT:

Marco Island Wastewater Treatment Plant Expansion Phase 2

Electrical Contract Amount \$2,625,211

Description: Expanded / improved wastewater treatment plant. The project was completed in June of 2010.

CRITERION 2 Personnel and Equipment

STATEMENT:

Gulf States Electric, Inc. is willing and capable of mobilizing on short notice when required. Gulf States Electric, Inc. is signatory member of IBEW local 349. This gives us the ability to hire additional resources almost immediately. In addition to Mr. Jimmy Brock, the field operations supervisor we have on staff, four job supervisors that can be mobilized at a moment's notice.

STAFF CREDENTIALS

Field Supervisor:

James Brock – 30 Years of experience building water and wastewater plants. Jimmy has a strong expertise in installing and troubleshooting systems and controls.

Foreman:

George Rochford – 30 Years Industrial Electrical Work. George has expertise installing power and controls for Water and Wastewater Plants. George is a State Certified Electrical Contractor in the state of Florida.

Jeff Neufeld – 30 Years Industrial Electrical Work. Jeff is very well versed in installing raceway systems, pulling wire, installing equipment and terminating panels.

Richard Henry – 20 Years of experience installing industrial electrical work. Rich has completed many water and wastewater projects that included controls and emergency standby systems.

Brandon French – 8 Years installing industrial electrical work. Brandon completed the IBEW apprenticeship training program in 2014 and has turned out to be a talented installer.

PRIMARY CONTACT

Martin Rogers Office tel: 239-263-7137 Extension 202 Cell 239-398-0852
Jimmy Brock Tel 239-404-2108

EQUIPMENT AND MATERIALS:

Gulf States Electric, Inc. owns all the tools and equipment needed to perform a work load of \$4,000,000 annual sales. This includes conduit bending equipment, wire pulling equipment, Hydraulic crimpers for terminating and splicing conductors. In addition Gulf States Electric owns excavation equipment capable of doing most of the needs we encounter and we have access to a bucket truck at all times. Gulf States Electric, Inc. has open accounts with all the local electrical supply houses and have a top credit rating with all of them.

CRITERION 3 Emergency Response

Gulf States Electric has staff available 24 hours a day 365 days per year. We can respond within 2 hours to any emergency. To contact us you can use any of the following methods.

Call Marty Rogers at either 239-236-7137 Extension 202 during normal business hours

Call or text 239-398-0852 at any time for Marty Rogers

Call or text Jimmy Brock at 239-404-2108

Email Marty Rogers at Wierenut@aol.com

Email Jimmy Brock at Jbrock166@aol.com

Emergency workers will be dispatched from Collier County but we have a number of employees that reside in Lee County that can respond faster.

CRITERION 4 Safety Requirements

All employees of Gulf States Electric have attended a number of training classes on applying NFPA 70E that are taught by certified instructors with IBEW Local 349.

Our employees are all committed to following the requirements of NFPA 70E at all times.

RICK SCOTT, GOVERNOR



KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
ELECTRICAL CONTRACTORS' LICENSING BOARD

LICENSE NUMBER
EC13003707

The ELECTRICAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016

ROGERS, MARTIN J
GULF STATES ELECTRIC INC
4585 PROGRESS AVENUE
NAPLES FL 34104



ISSUED: 07/01/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1407010001930

COLLIER COUNTY BUSINESS TAX BUSINESS TAX NUMBER 2941867
COLLIER COUNTY TAX COLLECTOR 2800 N HORSESHOE DRIVE NAPLES FLORIDA 34104 (239) 252-2474
VISIT OUR WEBSITE AT: www.colliertax.com
THIS RECEIPT EXPIRES SEPTEMBER 30, 2015

LOCATION: 4585 PROGRESS AVE
ZONED: INDUSTRIAL
BUSINESS PHONE: 239-7137
STATE LIC# EC13003707

LEGAL FORM
CORPORATION

DISPLAY AT PLACE OF BUSINESS FOR PUBLIC INSPECTION
FAILURE TO DO SO IS CONTRARY TO LOCAL LAWS

THIS TAX IS NON-REFUNDABLE

GULF STATES ELECTRIC INC
ROGERS, MARTIN J
4585 PROGRESS AVE
NAPLES FL 34104-0001

NUMBER OF EMPLOYEES: 1-10 EMPLOYEES
CLASSIFICATION: ELECTRICAL CONTRACTOR
CLASSIFICATION CODE: 05100501

DATE: 07/01/2014
AMOUNT: \$18.00
RECEIPT: 276842

This document is a business tax only. This is not a certification that licensee is qualified
to perform the license to violate any existing regulatory zoning laws of the state, county or cities
nor does it exempt the licensee from any other taxes or permits that may be required by law.

COLLIER COUNTY TAX COLLECTOR

David H. Ray



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/15/2014

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 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).

| | |
|--|---|
| PRODUCER PREMIER INSURANCE CORP., INC. 1326 CAPE CORAL PARKWAY E, STE. 1 CAPE CORAL, FL 33904 | CONTACT NAME: PHONE (A/C, No, Ext): 239-542-7101 FAX (A/C, No): 239-542-0693 E-MAIL: aileen@premierinsurancecorp.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: FCCI INSURANCE COMPANY INSURER B: FFVA MUTUAL INSURANCE COMPANY INSURER C: INSURER D: INSURER E: INSURER F: |
| INSURED GULF STATES ELECTRIC, INC. 4585 PROGRESS AVENUE NAPLES, FL 34104 | NAIC # |

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 SUBR INSD 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 <input checked="" type="checkbox"/> Blanket Addl Insd CGL084 <input checked="" type="checkbox"/> Prim Noncontrib CGL025 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER: | | GL0005012 | 12/29/2014 | 12/29/2015 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$ |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | CA0008297 | 12/29/2014 | 12/29/2015 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | UMB0004855 | 12/29/2014 | 12/29/2015 | EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ |
| B | 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 | WC840-0019687-2014A | 12/29/2014 | 12/29/2015 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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 | | CM0002850 | 12/29/2014 | 12/29/2015 | Scheduled Equip. \$45,500 Rented/Leased Equip. \$40,000 |

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

LEE COUNTY, A POLITICAL SUBDIVISION AND CHARTER COUNTY OF THE STATE OF FLORIDA, ITS AGENTS, EMPLOYEES, AND PUBLIC OFFICIALS, ARE NAMED AS "ADDITIONAL INSURED" ON THE GENERAL LIABILITY AS REQUIRED BY WRITTEN CONTRACT PER WORK PERFORMED BY THE NAMED INSURED, PER FORM CGL084 (10/13).

CERTIFICATE HOLDER

CANCELLATION

| | |
|---|--|
| LEE COUNTY BOARD OF COUNTY COMMISSIONERS ATTN: LEE COUNTY PROCUREMENT MANAGEMENT P O BOX 398 FORT MYERS, FL 33902-0398 Fax: (239)335-2335 | 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 <i>Lawrence M. Wei</i> <ANE> |
|---|--|

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Gulf states
Electric

A handwritten signature, possibly reading 'Ak', in black ink.

'15 MAR 23 AM 9:38

RFQ 150161

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

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; Britannia 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-to-exceed \$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, OD5362948700.503490, 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 |
|---|---|
| <input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Admin Code AC-4-4 <input type="checkbox"/> Other | Commissioner: Department: UTILITIES Division: No Divisions 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; Brittanica 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 Brittanica 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