

John E. Manning District One

June 18, 2015

Cecil L Pendergrass District Two

Larry Kiker District Three

**Technical Management Associates** Mr. Charles Fuellgraf Brian Hamman

Fort Myers, FL 33967

District Four 17041 Alico Commerce Ct Ste 3

Frank Mann District Five

Roger Desjarlais County Manager

Richard Wm. Wesch County Attorney

Donna Marie Collins Hearing Examiner

SUBJECT: RFQ150161 ELECTRICAL CONTRACTORS CONTINUING **CONTRACT** 

(239) 533-5450

ENCLOSURE (1): Executed Copy of Construction Contract Agreement

ENCLOSURE (2): Professional Services Invoice Statement

Dear Mr. Fuellgraf:

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

The Contract No. is <u>7156</u> 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

Financeonbase@leeclerk.org C:

Project File

#### LEE COUNTY CONSTRUCTION CONTRACT

#### AGREEMENT FORM

	Contract No. 7156
	Board Award Date: 5/19/2015
AGREEMENT made as of theday_c	of <u>May</u> in year of <u>2015</u> County Commissioners, Lee County,
<u>BETWEEN the COUNTY:</u> Board of	County Commissioners, Lee County,
Florida <u>and the CONTRACTOR:</u>	
	Check Appropriate Line:
Technical Management Associates	Individual
17041 Alico Commerce Ct Ste.3	Partnership
Fort Myers, FL 33967	$\overline{X}$ Incorporated in the
Name and Address	State of <u>TN</u>
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 3/20/15, 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 \$\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 Actual Damages sustained by the COUNTY due 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 One counterpart has been retained by the Clerk of the in duplicate. 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.

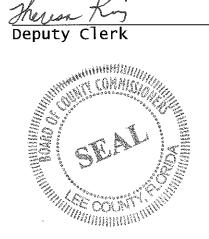
Signed, sealed, and delivered in the presence of:

Secretary Peter Vacca, Assistant Secretary

(Corporate Seal)

LINDA DOGGETT

Clerk of the Board



Technical Management Associates

Name of Business)

Charles/L. Fuellgraf III, CEO

Title

5/20/15 Date:

BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA

Date: <u>05-19-2</u>01

APPROVED as to Form for the Reliance of Lee

County Only

Assistant County Attorney



#### CERTIFICATE OF LIABILITY INSURANCE

03/20/2015

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 ESS NexTier Insurance Group 101 E. Diamond Street Butler, PA 16001 Richard E. Putnam Jr.		CONTACT Ellen M Weber  PHONE [A/C, No. Ext): 800-727-6077  E-MAIL ADDRESS: eweber@nextierinsurance.com				
		INSURER(S) AFFORDING COVERAGE	NAIC#			
		INSURER A : Penn National Security Ins Co	32441			
INSURED	FUELLGRAF ELECTRIC CO OF TN	INSURER B : Penn National Mutual Ins	14990			
	TECHNICAL MGMT ASSOC INC 245 Pittsburgh Road	INSURER C:				
	BUTLER, PA 16001-3883	INSURER D:				
		INSURER E :				
		INSURER F:				

COVERAGES

CERTIFICATE 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, EVALUATIONS OF SHIPLED LICES LINES SHOWN MAY HAVE BEEN REPORTED BY BAID CLAIMS.

	EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR	TYPE OF INSURANCE	ADDL INSR	SUBR	POLICY NUMBER	POLICY EFF (MM/DDYYYYY)	POLICY EXP (MM/DD/YYYY)	Limits	\$
	GENERAL LIABILITY						EACH OCCURRENCE	\$ 1,000,000
Α	X COMMERCIAL GENERAL LIABILITY	Х		CX9 0716083	01/01/2015	01/01/2016	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	\$ 5,000
В				CL9 0716083	01/01/2015	01/01/2016	PERSONAL & ADV INJURY	\$ 1,000,000
1							GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	POLICY X PRO- LOC	<u> </u>					Emp Ben.	\$ 1,000,000
1.	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
Α	X ANY AUTO			AX90716083/AU90716083(B)	01/01/2015	01/01/2016	BODILY INJURY (Per person)	\$
1	ALL OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (PER ACCIDENT)	\$
	X COMP 1000   X   COLL 1000							\$ 
	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$ 5,000,000
В	EXCESS LIAB CLAIMS-MADE	]		UL900716083	01/01/2015	01/01/2016	AGGREGATE	\$ 5,000,000
L.	X DED RETENTIONS			<u></u>				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X WC STATU- TORY LIMITS ER	
Α	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A		WP9 0716083	01/01/2015	01/01/2016	E.L. EACH ACCIDENT	\$ 500,000
В	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	1		WC9 0716083	01/01/2015	01/01/2016	E.L. DISEASE - EA EMPLOYEE	\$ 500,000
	if yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ <b>500,</b> 000
Α	INSTALLATION FLOAT			CX90716083/CL90716083	01/01/2015	01/01/2016	FLOATER	 500,000
Α	LEASED/RTD EQUIP			CX90716083/CL90716083	01/01/2015	01/01/2016	LIMIT	50,000
	1							
					***			

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, 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 additional insured

on the General Liability policy via blanket form, including products and

completed operations coverage, as required by written agreement.

CERTIFICATE HOLDER		CANCELLATION	
Lee County Board of County Commissioners	LEECOUT	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES E THE EXPIRATION DATE THEREOF, NOTICE WIL ACCORDANCE WITH THE POLICY PROVISIONS.	
PO Box 398		AUTHORIZED REPRESENTATIVE	15JUN 5AN S
Fort Myers, FL 33902		0 1-01	IDOWN DAN 3

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RFQ NO.: RFQ150161

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 undersigne receipt of Add	d acknowledges enda numbers: _	N/A		 
			:	
This is in respo	onse to: (Check wi	nich 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: Technical Management Associates
BY (Printed): Charles L. Fuellgraf III
BY (Signature): Mull Conference of the Conferenc
TITLE: CEO
FEDERAL ID # OR S.S.#_ 25-182390'8
ADDRESS: 17041 Alico Commerce Court Suite 3
Ft. Myers, FL 33967
PHONE NO.: 239-437-9582
FAX NO.: 239-437-9576
CELLULAR PHONE/PAGER NO.: 412-247-3894
DUNS#: 05-4107854
LEE COUNTY LOCAL BUSINESS TAX ACCOUNT NUMBER: 0503382
E-MAIL ADDRESS: chud.fuellgraf@fuellgraf.com
DICADVANTAGED DUGINESS ENTEDDRISH (DDE). Yes X N.



Technical Management Associates

☐ 17041 Alico Commerce Court Suite 3 Fort Myers, FL 33937 Phone 239.437.9582 Fax 239.437.9576

245 Pittsburgh Rd.
Suite 100
Butler, PA 16001
Phone 724.282.4800
Fax 724.282.1926

www.TMAconnects.com

Level One:

#### Criterion 1:

Project reference information - Please see attached. We also currently are an approved vendor for Collier County for their annual electrical contractor service.

#### Criterion 2:

Staff Credentials - Please see attached

Primary Contact Person - Chud Fuellgraf

Available Equipment - Please see attached

Mobilization statement - We have a fleet of fully stocked service vehicles that allow for a response with short notice.

#### Criterion 3:

Emergency Contact - Jeff McElroy, 239-825-0404 - Chud Fuellgraf, 412-427-3894

Two Hour Response Ability - All our supervisors all have company issued cell phones with them 24 hours a day. We also have a 24 hour contact phone number (866-855-7955) which is directly forwarded to management personnel.

Dispatch Office Location - 17041 Alico Commerce Court, Suite 3, Ft. Myers FL 33967

#### Criterion 4:

NFPA 70E - Our company follows the standards of NFPA 70E. Additionally, all personnel attend corporate directed weekly safety meetings.

#### Level Two:

Project reference information - Please see attached. We also currently are an approved vendor for Collier County for their annual electrical contractor service.

Largest Project Undertaken - Master Pump Station 312 Rebuild, please see attached information.

#### Criterion 2:

Mobilization statement - We have a fleet of fully stocked service vehicles that allow for a response with short notice.

Staff Credentials - Please see attached

Primary Contact Person - Chud Fuellgraf

Available Equipment - Please see attached

#### Criterion 3:

Emergency Contact - Jeff McElroy, 239-825-0404 - Chud Fuellgraf, 412-427-3894

Two Hour Response Ability - All our supervisors all have company issued cell phones with them 24 hours a day. We also have a 24 hour contact phone number (866-855-7955) which is directly forwarded to management personnel.

Dispatch Office Location - 17041 Alico Commerce Court, Suite 3, Ft. Myers FL 33967

#### Criterion 4:

NFPA 70E - Our company follows the standards of NFPA 70E. Additionally, all personnel attend corporate directed weekly safety meetings.

## CITY OF MARCO ISLAND NWTP EMERGENCY STANDBY GENERATOR

#### **OWNER**

City of Marco Island 50 Bald Eagle Drive Marco Island, FL 34145 (239) 389-5184 Justin Martin, Project Manager

#### **CONTRACT METHOD**

Prime Electrical

#### **DESIGN ENGINEER**

CH2M Hill 5801 Pelican Bay Blvd., Suite 505 Naples, FL 34108

#### **SCHEDULE**

Dec 2008 - Apr 2009

#### **CONTRACT VALUE**

Electrical \$895,000

#### PROJECT DESCRIPTION

Replacement of the existing emergency generator. This was coordinated to minimize shutdown / changeover time due to the active plant operation.

## EAST NAPLES / SOLANA ROAD PUMP STATION IMPROVEMENTS

#### **OWNER**

City of Naples 380 Riverside Circle Naples, FL 34102 (239) 213-4799

#### **CONTRACT METHOD**

Hard Bid to General Contractor DN Higgins 4485 Enterprise Avenue Naples, FL 34104 (239)774-3130

Attn: Mr. Brandy Bartolone

#### **DESIGN ENGINEER**

Tetra Tech 10600 Chevrolet Way, Suite 300 Estero, FL 33928

#### **SCHEDULE**

Dec 2009 - Aug 2010

#### **CONTRACT VALUE**

Total Cost Not Available Electrical \$1,045,000

#### PROJECT DESCRIPTION

Service upgrade to the 2 sites and new emergency generators, instrumentation and control systems

# PUMPS AND WWTP STANDBY GENERATOR REPLACEMENT

Port of the Islands, FL

#### OWNER

Port of the Islands Community Improvement District 12600 Union Rd Naples, FL 34114 (239) 642-9219 Mr. John Pratt, Plant Manager

#### **CONTRACT METHOD**

Prime Electrical

#### **DESIGN ENGINEER**

Hole Montes 950 Encore Way Naples, FL 34110 (239) 254-2000 Mr. Clifford Pepper, PE

#### **SCHEDULE**

Oct 2008 - Mar 2009

#### **CONTRACT VALUE**

Electrical \$218,000

#### PROJECT DESCRIPTION

New electrical service to raw water well pumps along with a new SCADA System and the Installation of an Owner supplied 500 Kw generator and transfer switch.

#### **EVERGLADES CITY WATER SYSTEM UPGRADES**

Everglades City, FL

#### **OWNER**

Everglades City 102 Copeland & Broadway Everglades City, FL 34139 (239) 537-4855 Mr. Clarence Tears, Program Manager

#### **CONTRACT METHOD**

Hard Bid to General Contractor
DN Higgins
4485 Enterprise Avenue
Naples, FL 34104
(239) 774-3130
Mr. Brandy Bartolone

#### **DESIGN ENGINEER**

American Engineering Consultants of Marco Island 573 Bald Eagle Drive Marco Island, FL 34145 (239) 394-1697

#### **SCHEDULE**

May 2013 - Jun 2014

#### **CONTRACT VALUE**

Total Cost Not Available Electrical \$223,000

#### PROJECT DESCRIPTION

Rework of the main WWTP and Carnestown and Copeland Lift Stations including the installation of new control systems and 3 new Owner furnished generators and transfer switches.

## **GORDON RIVER WATER QUALITY PARK**

1515 Golden Gate Parkway Naples, FL

#### **OWNER**

Collier County Stormwater Management 285 S. Horseshoe Dr Naples, FL 34104 (239) 213-5857

#### **CONTRACT METHOD**

Hard Bid to General Contractor Kraft Construction 3520 Kraft Road Naples, FL 34105 (239) 643-6000 Mr. Henry McKevitt

#### **DESIGN ENGINEER**

CH2M Hill 4350 West Cypress St, Suite 600 Tampa, FL 33607 (813) 874-6522

#### **SCHEDULE**

Feb 2008 - Mar 2009

#### **CONTRACT VALUE**

Total Cost Not Available
Electrical \$457,000

#### PROJECT DESCRIPTION

Electrical services to three buildings on site, three lift stations and one storm water lift station.

## LEE / HENDRY COUNTY REGIONAL SOLID WASTE DISPOSAL FACILITY

5500 South Church Rd Felda, FL 33930

#### **OWNER**

Lee County Utilities 7391 College Parkway Ft. Myers, FL 33907 (239) 533-8845

#### **CONTRACT METHOD**

Hard Bid to General Contractor
DN Higgins
4485 Enterprise Avenue

Naples, FL 34104 (239)774-3130

Attn: Mr. Brandy Bartolone

#### **DESIGN ENGINEER**

MWH 370 Interlocken Crescent, Suite 300 Broomfield, CO 80021

#### **SCHEDULE**

May 2011 - FEB 2012

#### **CONTRACT VALUE**

Total Cost Not Available
Electrical \$1,045,000

#### PROJECT DESCRIPTION

Electrical and Instrumentation work associated with the Injection Well surface facilities

### MARCO ISLAND HIGH SERVICE PUMPS

## Elkam Circle Marco Island, FL

#### **OWNER**

City of Marco 50 Bald Eagle Drive Marco Island, FL 34145 (239) 394-3380 Mike Daniel, Project Manager

#### **CONTRACT METHOD**

Hard Bid to General Contractor Quality Enterprises USA 3894 Mannix Dr., Suite 216

Naples, FL 34104 (239) 435-7200 Mr. Louis J. Gaudio, VP

#### **DESIGN ENGINEER**

Hole Montes 950 Encore Way Naples, FL 34110 (239) 254-2000 Mr. Clifford Pepper, PE

#### **SCHEDULE**

May 2008 - Nov 2008

#### **CONTRACT VALUE**

Total Cost Not Available
Electrical \$380,000

#### PROJECT DESCRIPTION

Electrical and Instrumentation work associated with the new High Service Pumps

## **MASTER PUMP STATION 312 REBUILD**

Naples, FL

#### **OWNER**

Collier County Public Utilities 3301 East Tamiami Trail Naples, FL 34112 (239) 597-5355

#### **CONTRACT METHOD**

Hard Bid to General Contractor DN Higgins 4485 Enterprise Avenue Naples, FL 34104 (239) 774-3130

Mr. Brandy Bartolone

#### **DESIGN ENGINEER**

RKS 15400 Shamrock Rd. Fort Myers, FL 33912 (239) 481-6775 Mr. Don Williams, PE

#### **SCHEDULE**

Aug 2013 - Mar 2014

#### **CONTRACT VALUE**

Total Cost Not Available Electrical \$1,412,000

#### PROJECT DESCRIPTION

Total rework of MPS 312 while maintaining full operation. This project includes the replacement of (2) 250 Kw generators with (2) 500 Kw generators, the addition of 6 VFDs and a new control system

## NCWRF BLEACH PLANT PROJECT PHASE II, INSTRUMENTATION AND POWER

10500 Goodlette Frank Rd. Naples, FL 34109

#### OWNER

Collier County Public Utility 3301 East Tamiami Trail Naples, FL 34112 (239) 597-5355 Mr. John Pratt, Plant Manager

#### **CONTRACT METHOD**

Prime Electrical

#### **DESIGN ENGINEER**

Hole Montes 950 Encore Way Naples, FL 34110 (239) 254-2000 Mr. Clifford Pepper, PE

#### **SCHEDULE**

Jun 2007 - Feb 2008

#### **CONTRACT VALUE**

Electrical \$896,000

#### PROJECT DESCRIPTION

Automation of the sampling system and process associated with bleach injection to the wastewater Sodium Hypochlorite System



#### CHARLES (CHUD) L. FUELLGRAF, III

**EDUCATION:** 

Graduated Butler, PA High School 1975

Graduated Carnegie Mellon University 1979

Degree - B.S. Electrical Engineering/Administration and

Management Science/Economics

BUSINESS:

CEO - Technical Management Associates, Ft. Myers, FL 1999 to Present

President - Fueligraf Electric Company, Butler, PA 1988 to Present

President – Support Systems & Services 1987 to Present President – Technical Construction Services 1984 to 1088

VP/Gen Mgr – Fuellgraf Electric Company, Nashville, TN 1982 to 1984 Project Mgr – Sachs Electric Company, Kansas City, MO 1979 to 1982

INDUSTRY

IBEW Local #5, Pittsburgh, PA

MEMBERSHIPS:

Member

Associated General Contractors, Pittsburgh, PA

Member - Specialty Contractors Council

National Electrical Contractors Association, Pittsburgh, PA

Company Representative, Past Committee Member

**AFFILIATIONS:** 

Engineers Society of Western Pennsylvania

Butler Country Club – Butler, PA Rivers Club – Pittsburgh, PA

Oakmont Yacht Club - Oakmont, PA

Young President Organization (YPO) - Pittsburgh, PA

Corinthian Lodge #414, F&AM - Nashville, TN

Syria Temple - Pittsburgh, PA

Royal Order of Jesters, Court #2 – Pittsburgh, PA Country Music Association (CMA) – Voting member

Boy Scouts of America - Eagle Scout

National Rifle Association – Life Member Safari Club International – Life Member

Rocky Mountain Elk Foundation - Life Member

LICENSES:

Florida #EC0000593

City of Oil City #153

City of Pittsburgh #EL04142



#### Terri L. Fuellgraf

#### **Summary of Qualifications:**

- I am skilled at developing trust and confidence among members of large and small groups, at quickly identifying problems and going after the right solution at the right time.
   I am experienced with developing rapport and mutually respectful relationships with people from diverse backgrounds at every level of work and management. I have proven success with technical, marketing, analysis, social, nonprofit, and academic settings.
- Core Competencies:
  - Relationship Building
  - o Communications
  - o Project Management
  - Leadership

- Problem Identification
- o Problem Solving
- o Formulating Solutions
- o Multicultural Experience and Sensitivity

#### **Present Position:**

Technical Management Associates

1999 - present

President/Owner

Certifications: OSHA 10 & 30 Hour Safety Training, Crane Safety Certification, NECA Estimating Class, AGC's Supervisory Training; Accident Prevention and Loss Control

- Direct the organization's financial goals, objectives, and budgets.
- Safety Committee Chair: In this role I motivated committee members (Electricians and Project Executives) to participate and take ownership of the safety initiatives developed as a group. This included the adoption of safety procedures such as a mandatory glove policy while working, a Hot Work Permit Program, Confined Spaces Checklist, Lock-Out Tag-Out procedures, and Paycheck Mailer Safety Updates. In 2010, 2011 and 2013 the company had zero (0) OSHA reportables and received the National Electrical Contractors Association Zero-Injury Award.
- I regularly perform Jobsite Safety Inspections on TMA jobsites with Safety Committee
  members to ensure compliance with all OSHA and company Safety Rules and to provide
  support and solutions if a safety hazard is identified. I also conduct Safety Training
  meetings with the employees in the field.
- I perform Human Resources functions such as reviewing job applicant resumes, interviewing applicants, and collaborating on hiring decisions.
- Committee Chair Employee Manual Revision: In this role I worked as leadership with
  individuals from representative groups within the company to revise and modernize the
  Employee Manual. I successfully gained buy-in from all members on the changes that were
  to be made which led to the buy-in of the employees not directly participating in the project.

#### Other Experience:

T.L. Fuellgraf & Associates Inc. Consulting/Strategic Planning

2006 - present

- I worked as the Project Leader, with a Security Clearance, in mapping product life from bid
  to production to delivery in a defense manufacturing company. This led to the
  implementation of a manufacturing software solution which allowed for controlled growth
  and higher profitability.
- I evaluated the operations of a 501(c)3 non-profit and developed a strategic plan for launching a capital campaign drive with a goal of raising \$5 million.

#### Framisi, Inc., USA

1996 - 1997

International Hair Care Product Company

- Intra-Company Communications: I was charged with bridging communications between the
  Marketing Department and the Education Department. I successfully coordinated and
  managed the logistics of Framesi's participation in industry trade shows throughout the
  country. Events at these shows included stage presentations of hair techniques by Design
  Team Members, Fashion show and hair styles in cooperation with Framesi, Italy, private
  meetings with nationwide Distributors, and booth set up and representation on the
  convention floor.
- I coordinated the development of the first laptop computer database for the field sales team,
   wrote the manual for using this database and trained the field staff on how to use it to
   support sales. This database increased the dollar value of sales closed in the field.

#### Pennsylvania State University

1991 - 1998

Coordinator, College of Science Cooperative Education Program

- I established the Cooperative Education program in the College of Science. As a new program it initially had no budget and required my ability to borrow and have donated from other offices items such as computers, phones, furniture, and office supplies.
- Recruited and maintained relationships with participating hiring companies. I developed a
  rapport with recruiters that enabled students with substandard grades to be accepted for
  positions based on my recommendations.
- I recruited student participants through group presentations, campus advertising, and private meetings. I counseled participating students on resume writing and conducted mock interviews to improve their interviewing skills.
- I collaborated in the writing and production of the Student Brochure and the Corporate Brochure for the College of Science Co-op Program.
- I was a member of the "Total Quality Management" Team tasked with creating procedures for improving cooperation and efficiencies between the Development Department, the Alumni Relations Department and the Cooperative Education Department.

#### Coordinator, College of Engineering Cooperative Education Program

- While working out of a home office in Pittsburgh I recruited new companies in the Pittsburgh Metropolitan to hire Engineering Co-op students and I reestablished partnerships with former hiring companies who had left due to dissatisfaction with the service provided to them from the Co-op office on Main Campus.
- I regularly traveled to State College to conduct mock interviews with students and to advise them on resume writing and interviewing skills.
- I developed an Ad Campaign for the Pittsburgh Metropolitan market that was run in conjunction with activities sponsored by the former Pittsburgh High Technology Council.

#### Additional Experience:

Young Presidents Organization (YPO): Social Committee Chair for the 2006 YPO Regional Conference held at Mission Inn, Pebble Beach, California. I was in charge of developing unique, out of the ordinary themed entertainment on three nights of the conference for 450+ attendees and speakers. This involved selecting venues, entertainment, menus and activities. The event was budgeted at \$500,000 and I accomplished this under budget at \$480,000.

Banking: As a Commercial Credit Analyst I conducted an annual examination of the financial status of bank clients with more than \$1 Million in credit exposure to the bank. I presented the findings of these examinations to a Credit Committee. Once accepted these reports were referred to the Bank Board of Directors for approval.

#### Education:

M.S. International Affairs; University of Pittsburgh

B.S. Finance; Virginia Polytechnic Institute and State University

#### Organizations:

National Electrical Contractors Association (NECA)

IBEW Local #5 Signatory

Young Presidents Organization / World Presidents Organization

Pittsburgh City Farmers Club

Pittsburgh Safari Club

Lemieux Foundation - Celebrity Golf Tournament Board

Carnegie Museum of Natural History Corporate Board

Storm Harbor Board of Directors, Slippery Rock University



### William H. Kale Vice President

#### **Summary of Qualifications:**

- A proven leader in all aspects of electrical construction management for over thirty years.
- Proven expertise in management of very large, up to \$40 million, complex electrical projects
  as well as management of remote offices and divisions of the top electrical contractors in the
  U.S.
- Experienced in the submission of tens of millions of dollars of change order requests and the successful negotiation of the changes to add to the subcontract value.
- Labor management experience with both union and non-union craftsmen environments. Have had as many as five hundred and fifty electricians working on a single project at a time.
- Negotiation and management of millions of dollars of subcontracts throughout the continental United States and Canada.
- Complete scheduling from building baseline to maintenance and analysis.
- Computer skills including word processing, spreadsheets, scheduling and estimating.

#### **Present Position:**

Technical Management Associates
Vice President

August 2013 - present

- Supervise project management and superintendent staff.
- Manage all operations, including estimating and business development.
- Responsible for overseeing all field operations, including project executives, superintendents and field personnel.
- Responsible for all project delivery including design build and plans & specs work on water treatment, hospital and commercial buildings.

#### Construction Experience:

Meisner Electric Vice President / Project Executive February 2008 – July 2013

- Large south Florida electrical contractor with an annual volume of approximately \$30 million per year.
- Cost Range of Projects: \$1 million to over \$30 million
- Responsibilities included Project Executive on large symphony hall project. Numerous
  projects ranging in complexity and size from Immigration Customs & Enforcement for GSA at
  over \$1 million to service type projects were procured and successfully completed. Completed
  a major league baseball stadium and negotiated over \$6 million of change orders and
  documented various impacts that led to negotiation and settlement of change order in excess

of \$1 million. Recently project executive on multi-million dollar hospital addition and renovation at a large hospital complex.

#### Daniel Electric

Vice President of Construction

November 2006 - February 2008

- Large south Florida electrical contractor with an annual volume of approximately \$50 million per year.
- Cost Range of Projects: all multi-million dollar projects ranging to \$16 million.
- Responsible for supervision of Project Managers on several high rise condominium projects in Miami. Oversaw all activities from an executive level including cost reporting; project scheduling and completion; large change order negotiations; pre-fabrication; negotiation of new work; cash flow and safety.

#### Port City Electric

Division Manager

March 2006 - October 2006

- Electrical contractor with an annual volume of approximately \$50 million per year.
- Cost Range of Projects: \$100k to \$15 million.
- Responsibilities included oversight of all operations including a hospital project with a contract value in excess of \$15million, several commercial jobs and high school valued at \$5million.

#### Millennium Electric

Division Manager, Southwest Florida

March 2003 - March 2006

- Divisional office of statewide electrical contractor with local annual volume of approximately \$5 million per year.
- Cost Range of Projects: \$100k to \$5 million.
- Projects successfully completed included several mid-rise buildings at a large retirement community and various commercial projects. Responsible for bottom line profitability, cash flow, labor relations, project management, bidding and negotiating new work. Had a consistent work force of approximately sixty electricians and helpers.

#### Guarantee Electric

National Construction Division Manager

June 1998 - March 2003

- Large Midwest electrical contractor with an annual volume of approximately \$100 million per year.
- Cost Range of Projects: \$100,000 to \$7 million
- Managed out of town work by hiring electrical subcontractors or joint venturing for the labor on projects in thirty-five states and Canada. On-site inspections and job visits to the various work sites to institute sound project management and cost accountability on all projects throughout the country. Also worked with in-house engineering department to develop contract documents for our design/build customers.

#### SASCO

Project Manager

September 1996 - June 1998

- Top ten electrical contractor with an annual volume of approximately \$400 million per year.
- · Cost Range of Projects: \$100k to excess of \$40 million
- Responsible for work on a large casino hotel in Las Vegas that had an updated electrical subcontract value in excess of forty million dollars that was successfully completed in thirteen months. Also project manager of large, new design/build Federal courthouse with state of the art security and building management systems.

#### Other Construction Experience:

- April 1993 September 1996 Project Manager of a 60,000-seat indoor stadium/convention complex for a National Football League team. Responsible for all aspects of project management and leading a joint venture to integrate minority subcontractors into the constructions team.
- Prior experience includes management of numerous types of industrial projects including
  paper mills, water and waste water treatment plants, power houses and aircraft manufacturing;
  commercial projects including casinos, hotels, high rise condos, sports facilities and office
  buildings; institutional projects including major hospitals, higher education, Federal and local
  courthouses, and prisons in California, Florida, District of Columbia, Pennsylvania, Nevada,
  New Jersey, Delaware, Arkansas, Missouri, Texas, Louisiana and Colorado.

#### **Education and Training:**

University of Missouri at St. Louis: Total Quality Management

Drexel University: Electrical Engineering

Columbia Technical Institute: Construction Technology

University of Virginia: Psychology

George Washington University: Government Contract Law Mechanical Contractors Association: Project Management

OSHA 30 HOURS

Numerous continuing education classes including safety, National Electrical Code, scheduling, spreadsheets and first aid.



## **Jeffery McElroy**

#### **Summary of Qualifications:**

- A proven leader in all aspects of electrical construction management for over thirty years.
- Experienced in the submission of tens of millions of dollars of change order requests and the successful negotiation of the changes to add to the subcontract value.
- Involved in working on and running several multi-million dollar jobs.

#### **Present Position:**

**Technical Management Associates** General Superintendent \_\_\_\_\_\_ June 2014 - present

#### Construction Experience:

CR Dunn Inc. Electrical Construction General Foreman May 2011 - June 2014

- Merrit Pumping Station
- Picayune Strand
- Restoration Project
- Fire Alarm-Med Voltage
- Fiber-PLC Control Wire

A&A Electric Services, Inc. General Foreman April 2009 - April 2011

- Cape Coral Waste Water and Sewer Plant
- P\A-PLC Control, Med Voltage

T&J Electric Foreman April 2008 - April 2009

Americinn - Fort Myers

Technical Management Associates, Inc. Superintendent June 2006 - October 2006

Lee County Schools – 5 Elementary locations

#### Fisk Electric

Superintendent and Journeyman Wireman March 1997 - April 2005

- Two Reverse Osmosis, Keys
- Ft. Lauderdale Airport; Concourse A & B
- IVAX Serenge Factory, Deland
- · Animal Kingdom, Orlando
- · University of Miami; Basketball Arena
- Orlando International Airport; Runway Lighting
- McDill Airport, Tampa; Fuel Transfer System
- SW Regional Airport; F\A-Control-Medium Voltage

#### Dynalectric

Superintendent

January 1986 - February 1997

- · Joe Robby Stadium, Miami
- Marathon Airport; F\A-Control-Medium Voltage
- Everglades Prison, Belle Glade
- Condominium Units

#### AC Electric

Journeyman Wireman

October 1983 - September 1985

- 32 Story High Rise
- F\A-Control-Medium Voltage, Miami, FL



☐ 17041 Alico Commerce Court Suite 3 Fort Myers, FL 33937 Phone 239.437.9582 Fax 239.437.9576

> Π 245 Pittsburgh Rd. Suite 100 Butler, PA 16001 Phone 724.282.4800 Fax 724.282.1926

> www.TVIAconnects.com

This list represents a small portion of the major equipment we own to perform work on this project.

We also own a fleet of trucks, bucket trucks and specialized equipment to perform any projects. We have an extensive supply of small power tools, ladders, safety equipment etc. and have been in business for over 30 years and performed projects from \$5,000 to over \$6 million.

Quantity	<u>Description</u>			
4	Greenlee 640 Cable Pullers			
5	Enerpac B2000 Pipe Benders			
6	Greenlee 555 Pipe Benders			
6	Greenlee 884 Pipe Benders			
2	Greenlee 881 Pipe Benders			
6	Ridged 535 Pipe Threaders			
1	Greenlee 460 Auto Threader			
1	Enerpac Eagor Pipe Bender			
1	Fluke DTX-1800 Cable Analyzer			

#### 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 ("TNA").

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

MVIENDIVIENTS).
Company Name: Technical Management Associates
Company statue:
C MMM 3/20/15
Signature / Tifle / Date /
Charles L. Fueldgråf, III, СЕО
STATE OF Grangevages
OUNTY OF A STATE OF THE STATE O
COUNTY OF Butter
The foregoing instrument was signed and acknowledged before me this day of
20 15, by Charles & Fuell grad in who has produced
(Print or Type Name)
A Daiveas License as identification.
Type of Identification and Number)
2000 01 100 101 101 101 101 101 101 101
Show a Chastnett
S. Tang C. Crest Mich.
Notary Publid Signature
T. S.
Shangy R Chestoutt
Printed Mindown & RETH TO ESPENNISH VANIA
Notarial Seal
Sherry R. Chestnutt, Notary Public
Notarmy Commission Butter County April ation
. A rear WA COUNTHIESESTA EXPLOSED HELL 52, 501 PUT CIT
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

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

#### DRUG-FREE WORKPLACE CERTIFICATION FORM

IDENTICAL TIE BIDS – In accordance with Florida Statute Section 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are identical submittals, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- Inform employees about the dangers of drug abuse in the workplace, the business's
  policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation,
  and employee assistance programs, and the penalties that may be imposed upon
  employees for drug abuse violations.
- 3. Give each employee engaged in providing the commodities or contractual services that under a bid a copy of the statement specified in subsection 1 above.
- 4. In the statement specified in subsection 1, notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available to whom is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this entire section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements

Authorized Signature and Title

Date /

Charles L. Fuellgraf III, CEC

Printed Name and Title



January 16, 2014

Technical Management Associates 17041 Alico Commerce Court Fort Myers, FL 33967

Re: FL Drug-Free Workplace Premium Credit

Dear Chad:

This letter is to certify that PMA Insurance Group has approved you for the FL Drug Free Workplace Premium Credit your policy reflects the 5% credit.

Congratulations on implementing and maintaining a Drug Liee Workplace
Program that is in accordance with Florida law.

Singerely

Rebecca M. Gaida, CISR.

Account Manager



January 16, 2014

Technical Management Associates 17041 Alico Commerce Court Fort Myers, FL 33967

Re: FL Certification of Employer Workplace Safety Program

Premium Credit

Dear Chud:

This letter is to certify that PMA Insurance Group has approved you for the FL Certification of Employer Workplace Safety Program Premium Credit your policy reflects the 2% credit.

Congratulations on implementing and maintaining a FLi Certification of Employer Workplace Safety Program Premium Credit that is in accordance with Florida law.

Sincerely

Rebecca M. Gaida, CISR

Account Manager



#### **Technical Management Associates**

#### **COMPANY INFORMATION**

19451 S. Tamiami Trail, Ste. 400

Ft. Myers, FL 33908 (239) 437-9582 Business

(239) 437-9576 Facsimile

**CEO** 

President

Secretary/Treasurer

Incorporation: Florida, 1983

Corp. Structure: Subchapter S

Fed ID: 25-1823908

Charles, L. Fuellgraf, III

Chud.Fuellgraf@Fuellgraf.com

Terri L. Fuellgraf

Paul A. Harmon

Paul.Harmon@fuellgraf.com

#### **BANK REFERENCE**

S & T Bank 800 Philadelphia St. Indiana, PA 15701 (724) 465-1445

Greg Boyer Vice President

#### **BONDING COMPANY**

Read-Collins Associates Inc. 4217 Steubenvile Pike Pittsburgh, PA 15205 (412) 921-3077

Paul Read President

#### **INSURANCE COMPANY**

ESS NexTier Insurance Group 101 East Diamond St. PO Box 588 Butler, PA 16003 (724) 776-6077

Ellen Weber Vice President



#### STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS LICENSING BOARD 1940 NORTH MONROE STREET TALLAHASSEE FL 32399-0783 TALLAHASSEE

(850) 487-1395

FUELLGRAF, CHARLES LOUIS III TECHNICAL MANAGEMENT ASSOCIATES INC 245 PITTSBURGH ROAD SUITE 100 BUTLER PA 16001

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.niyftoridalicense.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!



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ISSUED 07/22/2014

CERTIFIED ELECTRICAL CONTRACTOR FUELLGRAF CHARLES EQUÍS III TECHNICAL MAMASEMEN LASSOCIATES IN

IS GENTILED THE MET THE PROVISIONS OF THE TS

DECEMBER AND THE PROVISION OF THE PROPERTY OF T

#### DETACH: HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

# STATE DEFLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION ELECTRICAL CONTRACTORS LICENSING BOARD

The ELECTRICAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 ES.
Explication plate: AUG. 37, 2016

FUELLGRAF CHARLES LOUIS IN TECHNICAL MANAGEMENT & SOCIATES INC 17041 ALICO COMMERCE COURT PORTMYERS: FL23937







### Lee County Tax Collector

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

Local Business Tax Account: 0503382

Dear Business Owner:

Your 2014-2015 Lee County Local Business Tax Receipt is attached below. The receipt is non-regulatory 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 <a href="www.leetc.com">www.leetc.com</a>.

If there is a change in the business name, ownership, physical location of if the business is being closed, please follow the instructions on the back of this letter to transfer or to close the account.

**Watel Bûl Kwa** buntal begin waran ku

I hope you have a successful year.

Lee County Tax Collector

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



#### HEE OOUNTY LOOML BUSINESS VAX REGEIPT 20:4-20:5

ACCOUNTENUMBER: 0509382

A STATE OF THE STA

esati see tela saga dan da di terradi

ACCOUNT EXPIRES SEPTEMBER 30, 2015

Location 17041 ALICO COMMERCE CESTES ET MYERS FL33937

TEGHNICAL MANAGEMENT ASSOCIATES INC FUELLIGRAP CHARLES LOUIS III 245 PITTSBURGH RO STE 100 BUTLER PA 16001 May engage in the business of CERTIFIED ELECTRICAL CONTRACTOR

THIS LOCAL BUSINESS TAX RECEIRT IS NON REGULATORY

THIS IS NOT A BILL - 00 NOT PAY:

PAID: 360276-40-1 - 08/07/2014-10:43

WEB \$50.00

### **CERTIFICATE OF LIABILITY INSURANCE**

FUELL-2 OP ID: EW

> DATE (MM/DD/YYYY) 03/20/2015

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ESS NexTier Insurance Group 101 E. Diamond Street Butler, PA 16001 Richard E. Putnam Jr.		CONTACT Ellen M Weber   PHONE   FAX (A/C, No., Ext): 800-727-6077   FAX (A/C, No.): 724-283-4683     E-MAIL   ADDRESS: eweber@nextierinsurance.com				
(densia E	. r dujam ot,	Insurer(s) affording coverage	NAIC#			
		INSURER A : Penn National Security Ins Co	32441			
INSURED	FUELLGRAF ELECTRIC CO OF TN	INSURER B : Penn National Mutual Ins	14990			
	TECHNICAL MGMT ASSOC INC. 245 Pittsburgh Road	INSURER C;				
	BUTLER, PA 16001-3883	INSURER D :				
		INSURER E:				
		INSURER F :				

CERTIFICATE NUMBER: COVERAGES 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.

	EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.								
INS	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	Likits	i	
	GENERAL LIABILITY						EACH OCCURRENCE	\$	1,000,000
Α	X COMMERCIAL GENERAL LIABILITY	Х		CX9 0716083	01/01/2015	01/01/2016	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	\$	5,000
В	The first making markets with the straight said and the straight said the straight s			CL9 0716083	01/01/2015	01/01/2016	PERSONAL & ADV INJURY	\$	1,000,000
							GENERAL AGGREGATE	\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$	2,000,000
	POLICY X PRO-						Emp Ben.	\$	1,000,000
1	AUTOMOBILE LIABILITY	i					COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
Α	X ANY AUTO			AX90716083/AU90716083(B)	01/01/2015	01/91/2016	BODILY INJURY (Per person)	\$	
	ALLOWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
	X HIRED AUTOS X NON-OWNED					ĺ	PROPERTY DAMAGE (PER ACCIDENT)	\$	
	X COMP 1000 X COLL 1000							\$	
	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$	5,000,000
В	EXCESS LIAB CLAIMS-MADE	į		UL900716083	01/01/2015	01/01/2016	AGGREGATE	\$ .	5,000,000
<u> </u>	X DED RETENTIONS						:	\$ -	
1	WORKERS COMPENSATION AND EMPLOYERS LIABILITY					1	X WC STATU- OTH-		·
Α	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A		WP9 07160B3	01/01/2015	01/01/2016	E.L. EACH ACCIDENT	\$	500,000
В		No.		WC9 0716083	01/01/2015	01/01/2016	E.L. DISEASE - EA EMPLOYEE	\$	500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					ļ	E.L. DISEASE - POLICY LIMIT	\$	500,000
Α	INSTALLATION FLOAT			CX90716083/CL90716083	01/01/2015	01/01/2016	FLOATER		500,000
Α	LEASED/RTD EQUIP	1		CX90716083/CL90716083	01/01/2015	01/01/2016	LIMIT		50,000
	1								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 181, Additional Remarks Schedule, 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 additional insuron the General Liability policy via blanket form, including products and completed operations coverage, as required by written agreement. are additional insured

CERTIFICATE HOLDER		CANCELLATION
	LEECOUT	

Lee County Board of County Commissioners PO Box 398 Fort Myers, FL 33902

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

RUNER

'15JUN12 m 9:03

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; 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-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, OD5363148700.503490, OD5365148700.503490, OD5365148700.503490, OD5365148700.503490, OD5363148730.506410, 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

Division:

By:

No Divisions

Pam Keyes

#### Background:

Other

X Admin Code

AC-4-4

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