



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

July 24, 2015

Mr. Dan Crowley  
Brittania Electric Inc  
6361 Metro Plantation Road  
Fort Myers, FL 33966

SUBJECT: RFQ150161 ELECTRICAL CONTRACTORS CONTINUING  
CONTRACT

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

Dear Mr. Crowley:

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

The Contract No. is 7185 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](mailto:Financeonbase@leeclerk.org)  
Project File

LEE COUNTY CONSTRUCTION CONTRACT

AGREEMENT FORM

Contract No. C-7185  
Board Award Date: 5/19/2015

AGREEMENT

made as of the 17<sup>th</sup> day of July in year of 2015  
BETWEEN the COUNTY: Board of County Commissioners, Lee County,  
Florida and the CONTRACTOR:

Brittania Electric Inc.  
6361 Metro Plantation Rd  
Fort Myers, FL 33966

Name and Address

Check Appropriate Line:

Individual  
Partnership  
Incorporated in the  
State of

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 3/8/15, 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.

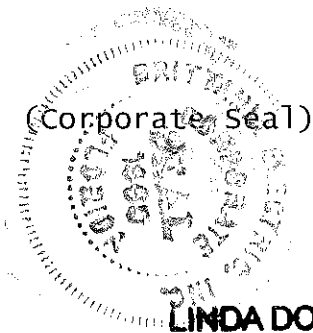
6.5 The CONTRACTOR agrees through the signing of this agreement by an authorized party or agent that he shall hold harmless and defend the County of Lee and its agents and employees from all suits and action, including attorney's fees, and all cost of litigation and judgements of every name and description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

Darlene Kittinger  
Secretary



Brittania Electric Inc.  
(Correct Name of Business)

BY: [Signature]  
President  
Title

Date: 7/17/15

BOARD OF COUNTY COMMISSIONERS OF  
LEE COUNTY, FLORIDA

ATTEST: Clerk of the Board  
BY: [Signature]  
Deputy Clerk

BY: [Signature]  
Chair

Date: 05-19-2015

APPROVED as to Form for the Reliance of Lee  
County Only

BY: [Signature]  
Assistant County Attorney

Client#: 1733799

132BRITTEL1

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/17/2015

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).

<b>PRODUCER</b> <b>BB&amp;T-Oswald Trippe and Company</b> <b>13515 Bell Tower Drive</b> <b>Fort Myers, FL 33907</b> <b>239 433-4535</b>		<b>CONTACT NAME:</b> Tony Ledbetter <b>PHONE (A/C, No, Ext):</b> 239 433-4535 <b>FAX (A/C, No):</b> 866-881-5271 <b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> <b>Brittania Electric Inc</b> <b>6361 Metro Plantation Rd</b> <b>Ft. Myers, FL 33966</b>		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> FCCI Commercial Insurance Compa <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> <b>33472</b>	

## 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> <b>CLAIMS-MADE</b> <input checked="" type="checkbox"/> <b>OCCUR</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> <b>POLICY</b> <input type="checkbox"/> <b>PRO-JECT</b> <input type="checkbox"/> <b>LOC</b>	X	X	P0303223	04/01/2015	04/01/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> <b>ANY AUTO</b> <input type="checkbox"/> <b>ALL OWNED AUTOS</b> <input checked="" type="checkbox"/> <b>HIRED AUTOS</b> <input checked="" type="checkbox"/> <b>SCHEDULED AUTOS NON-OWNED AUTOS</b>	X		0149004	04/01/2015	04/01/2016	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"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>OCCUR</b> <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> <b>CLAIMS-MADE</b> <input type="checkbox"/> <b>DED</b> <input checked="" type="checkbox"/> <b>RETENTION \$10000</b>			M0105304	04/01/2015	04/01/2016	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> <b>N</b> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	1273403	04/01/2015	04/01/2016	<input checked="" type="checkbox"/> <b>WC STATU-TORY LIMITS</b> <input type="checkbox"/> <b>OTH-ER</b> E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	<b>Rented Equipment</b>	X		P0308843	04/01/2015	04/01/2016	50,000

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

## CERTIFICATE HOLDER

## CANCELLATION

Lee County Board of County Commissioners  
 P. O. 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

*Herman Fitzgerald Weston*

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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:

DMCS

This is in response to: (Check which applies)

Level 1: ✓

Level 2: \_\_\_\_\_

Both: \_\_\_\_\_

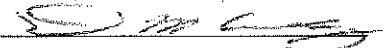


ANTI-COLLUSION STATEMENT

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: Brittania Electric Inc.

BY (Printed): Dan M. Crowley

BY (Signature): 

TITLE: President

FEDERAL ID # OR S.S.# 65-016-5708

ADDRESS: 6361 Metre Plantation Rd  
Fort Myers, FL 33966

PHONE NO.: 239-277-1881

FAX NO.: 239-277-7063

CELLULAR PHONE/PAGER NO.: 239-840-9769

DUNS#: 10-185-7654

LEE COUNTY LOCAL BUSINESS TAX ACCOUNT NUMBER:  
065572

E-MAIL ADDRESS: dcrowley@brittaniaelectric.com

DISADVANTAGED BUSINESS ENTERPRISE (DBE): ☐ Yes ☒ No

AFFIDAVIT CERTIFICATION  
IMMIGRATION LAWS

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

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

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

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

Company Name: Brittanic Electric Inc.  
[Signature] President 3/8/15  
 Signature Title Date

STATE OF Florida  
 COUNTY OF Lee

The foregoing instrument was signed and acknowledged before me this 8<sup>th</sup> day of March 2015, by Dan M. Crowley who has produced  
 (Print or Type Name)

Personally Known as identification.  
 (Type of Identification and Number)

Darlene Kittinger  
 Notary Public Signature

Darlene Kittinger  
 Printed Name of Notary Public



DARLENE KITTINGER  
 MY COMMISSION # FF 065350  
 EXPIRES: December 21, 2017  
 Bonded Thru Budget Notary Services

FF065350 12/21/17  
 Notary Commission Number/Expiration

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. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

### **Criterion 1 – Work Experience**

Brittania Electric Inc. has been incorporated since 1990 performing commercial service and new construction since that time. We have completed numerous projects over the years including both private and government

#### **Lee County Utilities 2010-2015 RFQ-10-01**

Work performed on "as needed" basis for Lee County Utilities to include repairs and installations at LCU's water and waste water facilities. Repairs and installations included lighting, gate controls, conduits for fiber optic, new circuits and electrical panels.

Contact: John Post 826-0895 [jpost@leegov.com](mailto:jpost@leegov.com)

#### **Lee County Maintenance 2010-2015**

Installation and repair of electrical panels, retrofit of ball field lighting, gate power & controls, generator transfer equipment, replacement of wiring.

Contact: Randy Admire 707-8548 [badmire@leegov.com](mailto:badmire@leegov.com)

#### **Lee County Solid Waste Division 2010-2015**

Electrical service work on "as needed" basis for various repairs to include site lighting with bucket truck, interior lighting, electrical panel repairs and misc control repair. New installations to include lighting, gate power & controls, outlets and circuits.

Contact: Mike Avoglia 707-1062 [mavoglia@leegov.com](mailto:mavoglia@leegov.com)

#### **Lee County EOC**

Projects have included new outlets and circuits, UPS systems, transfer switches, surge protection and electrical panel replacements.

Contact: Andy Stadtler 229-1292 [astadtler@leegov.com](mailto:astadtler@leegov.com)

#### **Lee County DOT 2010-2015**

Installation and repair of irrigation pump electrical services throughout the county. New installations required underground conduits and wiring to nearest utility service, new meter and electrical panel and equipment connection to pump controls. Misc repairs on "as needed" basis.

Contact: Richard Calkins 357-4539 [rcalkins@leegov.com](mailto:rcalkins@leegov.com)

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**Criterion 2 - Personnel & Equipment**

Chuck Laroche – Operations manager, master electrician 40 years experience

John Center – master electrician, 25 yrs experience

Gilbert Garcia – Technician, 15 yrs experience in service

Jody Trader – Technician, 15 yrs experience new construction

William Skofstad – Technician, 10 yrs experience

Jeff Pietrzyk – Technician, 15 yrs experience

Gunner Reysack – Technician 10 yrs experience

Chris Peel – Technician, 15 yrs experience

Contact Person – Dan Crowley – president/master electrician & engineer

Equipment – Bucket truck, scissor lift, ladders, vans, pullers, ditchwitch

24 Hr emergency on call, onsite within 2 Hrs. Normal work requests answered within 24-48Hrs

**Criterion 3 - Emergency Response**

Brittania Electric maintains a 24 Hr on call service provided through the main telephone number 239-277-1881. Technician will be onsite within 2Hrs. If service is unavailable due to natural disaster or some other unforeseen problem the following numbers are available 24/7. Technician's are dispatched through the Fort Myers office.

Chuck Laroche 239-940-9762

Dan Crowley 239-940-9769

**Criterion 4 - Safety Requirements**

Brittania Electric Inc. agrees to adhere to all safety protocol outlined in NFPA 70E while working on electrical equipment at any of Lee County facilities.



STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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

(850) 487-1395

CROWLEY, DANIEL MICHAEL  
BRITTANIA ELECTRIC INC  
5012 SW 8TH PL  
CAPE CORAL FL 33914

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

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

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



STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND  
PROFESSIONAL REGULATION

EC13003116

ISSUED: 08/18/2014

CERTIFIED ELECTRICAL CONTRACTOR  
CROWLEY, DANIEL MICHAEL  
BRITTANIA ELECTRIC INC

IS CERTIFIED under the provisions of Ch. 489 FS.  
Expiration date : AUG 31, 2016 L1408180001841

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

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

LICENSE NUMBER

EC13003116

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

CROWLEY, DANIEL MICHAEL  
BRITTANIA ELECTRIC INC  
6361 METRO PLANTATION  
FORT MYERS FL 33966





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/25/2014

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).

<b>PRODUCER</b> FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060		<b>CONTACT NAME:</b> CLIENT CONTACT CENTER <b>PHONE (A/C, No, Ext):</b> 888-333-4949 <b>FAX (A/C, No):</b> 507-446-4664 <b>E-MAIL ADDRESS:</b> CLIENTCONTACTCENTER@FEDINS.COM		
<b>INSURED</b> BRITTANIA ELECTRIC INC 6361 METRO PLANTATION RD FORT MYERS, FL 33966 299-904-3		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		INSURER A: FEDERATED MUTUAL INSURANCE COMPANY		13935
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
INSURER F:				

**COVERAGES**

CERTIFICATE NUMBER: 152

REVISION NUMBER: 0

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BUSINESS OWNER'S LIABILITY  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	N	N	9411945	04/01/2014	04/01/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	N	N	9411946	04/01/2014	04/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION	N	N	9411947	04/01/2014	04/01/2015	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	N	9147482	04/01/2014	04/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

CERTIFICATEHOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED BY CONTRACT ENDORSEMENT FOR BUSINESSOWNERS LIABILITY.

**CERTIFICATE HOLDER**299-904-3  
LEE COUNTY BOARD OF COMMISSIONERS  
PO BOX 398  
FORT MYERS, FL 33902-0398

152 0

**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

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Frank Mann  
District Five

Karen B. Hawes  
County Manager

David M. Owen  
County Attorney

Diane M. Parker  
County Hearing  
Examiner

#RFQ150161  
Brittania Elec

15 MAR 19 AM 11:58

OKA

LEE COUNTY  
PROFESSIONAL SERVICE AGREEMENT/SERVICE PROVIDER AGREEMENT  
INVOICE STATEMENT

CN No.: \_\_\_\_\_ Contract No.: \_\_\_\_\_ Date: \_\_\_\_\_  
Project No.: \_\_\_\_\_  
Payment No.: \_\_\_\_\_ (☐ W.I.P.P. ☐ Final) for Period \_\_\_\_\_ to \_\_\_\_\_

Project Name: \_\_\_\_\_

Attachments ☐ Yes ☐ No

PAYEE: Consultants Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City & State \_\_\_\_\_ ZIP CODE \_\_\_\_\_

**INSTRUCTIONS**

Warrant will be mailed to  
Consultant's mailing address given,  
unless special instructions are  
provided to the immediate left of  
these instructions.

Deliver Warrant: \_\_\_\_\_ Special Instructions - If Other than Mail \_\_\_\_\_

**CONTRACTUAL FINANCIAL DATA**

**ORIGINAL PSA/SPA Amount**

<b>PLUS:</b> Change Order # _____	dated _____	\$ _____
Change Order # _____	dated _____	\$ _____
Change Order # _____	dated _____	\$ _____
S.T.A. # _____	dated _____	\$ _____
S.T.A. # _____	dated _____	\$ _____
S.T.A. # _____	dated _____	\$ _____

Total Change Orders/S.T.A. ADDING to cost of Agreement . . . . .

<b>LESS:</b> Change Order # _____	dated _____	\$ _____
Change Order # _____	dated _____	\$ _____
Change Order # _____	dated _____	\$ _____
S.T.A.# _____	dated _____	\$ _____
S.T.A. # _____	dated _____	\$ _____
S.T.A. # _____	dated _____	\$ _____

Total Change Orders/S.T.A. SUBTRACTING from cost of Agreement. . . . .

Total Amount of Current PSA/SPA. . . . .

Total Amount Completed to Date. . . . .

Less Amounts Previously Invoiced . . . . .

Amount of this Invoice. . . . .

Total Amount Paid to DBE's from above . . . . . \$

Name of DBE(s): \_\_\_\_\_

Signed Project Manager: \_\_\_\_\_ Date: \_\_\_\_\_

Approved Dept/Div Director: \_\_\_\_\_ Date: \_\_\_\_\_

Approved Fiscal Person: \_\_\_\_\_ Date: \_\_\_\_\_



Date: 7/17/15

LEE COUNTY CONTRACT DOCUMENTS

Tracking #: 20150216  
C-7185

ENDORSEMENT FORM

AWARDEE NAME: Brittonia Electrica Inc

PROJECT NAME: Electrical Contractors Continuing Contract

SOLICITATION NO.: RFQ150161 BOARD AWARD DATE 5/19/15

PROJECT COST PROJECT DURATION

(2 Originals Attached)

ENCLOSURES

- ☒ Contract/Agreement  
☐ Addendum  
☐ Public Payment and Performance Bond  
☒ Certificate of Insurance  
☒ Workers Compensation  
☒ General Liability  
☒ Business Auto Liability  
☐ All Risk Builders Risk  
☐ Other Excess Liability  
☒ Copy of Insurance Requirements for this Contract

Type: Construction

Phase:

Comment:

Dated: 04/01/2016

Dated: 04/01/2016

Dated: 04/01/2016

Dated:

Dated:

2015 JUL 20 PM 2:06  
RECEIVED  
LEE CO. ATTORNEY

RISK MANAGEMENT

I have reviewed the above Certificate(s) of Insurance submitted and find that all of the insurance requirements of the Contract Documents have been complied with in their entirety:

Yes ☒

No ☐

If No, indicate what requirements are not met:

Date Received:

July 17, 2015

Date Returned

July 20, 2015

Signed:

PLEASE APPROVE AND FORWARD CONTRACT DOCUMENTS TO COUNTY ATTORNEY'S OFFICE FOR EXECUTION. IF NOT APPROVED PLEASE FORWARD ALL DOCUMENTS BACK TO PROCUREMENT MANAGEMENT FOR CORRECTION.

COUNTY ATTORNEY'S OFFICE

I have reviewed the above Contract Documents and Public Construction Bond submitted and find them to be legally sufficient.

Yes ☒

No ☐

If No, indicate what requirements are not met:

Date Received:

7-20-15

Date Returned

7-20-15

Signed:

PLEASE APPROVE AND FORWARD CONTRACT DOCUMENTS TO CHAIRMAN OF THE BOARD FOR FINAL EXECUTION.

CHAIRMAN

Please execute the attached Contract Documents and all copies. After it has been completed by you, please forward directly to the Procurement Management

Date Received:

Date Forwarded

MINUTES DEPARTMENT

Please attest to the attached Contract Documents. After it is completely executed, please retain one original and return the remaining copies along with this endorsement form to Procurement Management.

Date Received:

07.22.2015

Date Forwarded

07.22.2015

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; Brittanica 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: <i>(specify)</i>	Request Initiated
<input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Admin Code AC-4-4 <input type="checkbox"/> Other	<b>Commissioner:</b> <b>Department:</b> UTILITIES <b>Division:</b> No Divisions <b>By:</b> 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; Britannia 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 Britannia 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