



John E. Manning
District One

Cecil L. Pendergrass
District Two

Larry Kiker
District Three

Brian Hamman
District Four

Frank Mann
District Five

Roger Desjarlais
County Manager

Richard Wm. Wesch
County Attorney

Donna Marie Collins
Hearing Examiner

(239) 533-5450

June 3, 2015

Mr. Raymond H. Smith
Cogburn Bros., Inc.
3300 Faye Road
Jacksonville, FL 32226

SUBJECT: RFQ150161 ELECTRICAL CONTRACTORS CONTINUING
CONTRACT

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

Dear Mr. Smith:

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

The Contract No. is 7137 and must be on all invoices.

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

Sincerely,
PROCUREMENT MANAGEMENT

Diana Khan

Diana Khan
Procurement Manager

C: Financeonbase@leeclerk.org
Project File

LEE COUNTY CONSTRUCTION CONTRACT

AGREEMENT FORM

Contract No. 7137
Board Award Date: 5/19/2015

AGREEMENT

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

Cogburn Bros. Inc.
3300 Faye Road
Jacksonville, FL 32226

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 3/18/15, ATTACHED AS EXHIBIT "A"

4.2 Project Drawings consisting of the following sheets listed by title and date:

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.

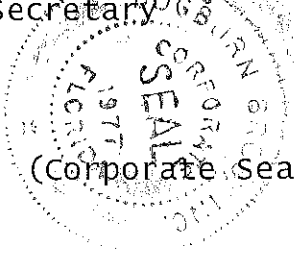
6.4 The CONTRACTOR shall not assign or transfer any of its rights, benefits, or obligations, except for transfer that result from transfer or consolidation with a third party, without the prior written approval of the COUNTY. The CONTRACTOR shall have the right to employ other persons and/or firms to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

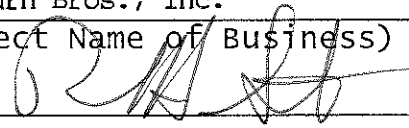
6.5 The CONTRACTOR agrees through the signing of this agreement by an authorized party or agent that he shall hold harmless and defend the County of Lee and its agents and employees from all suits and action, including attorney's fees, and all cost of litigation and judgements of every name and description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

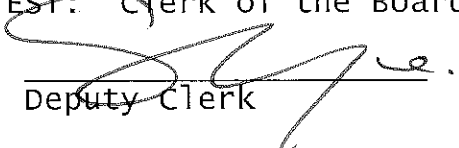
signed, sealed, and delivered in the presence of:


Kathy Wine
Secretary

(Corporate Seal)

Cogburn Bros., Inc.
(Correct Name of Business)
BY: 
Raymond H. Smith, Vice President
Title
Date: 05/26/2015

LINDA DOGGETT
CLERK OF CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS OF
LEE COUNTY, FLORIDA

ATTEST: Clerk of the Board
BY: 
Deputy Clerk

BY: 
Chair
Date: 5/19/15

APPROVED as to Form for the Reliance of Lee
County Only



BY: 
Assistant County Attorney



Qualification Statements

Cogburn Bros., Inc.

Prepared for:

Lee County, Florida
Division of Procurement Management

Project No.: RFQ150161
Open Date: March 23rd, 2015
11:00 AM

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Cogburn Bros., Inc.

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Qualification Statements – Cogburn Bros., Inc.

Section 1.2 Project Reference

Bonita Springs East Water Reclamation Facility

CH2M Hill Constructors

Started: June 2004

Completed: October 2006

Electrical Subcontract Value: \$3.2 Million

Description of Project: New wastewater treatment plant.

Contact: Katus Watson

Katus.Watson@CH2M.com

813-253-9361

Brownsville Robindale WWTP

CH2M Hill Constructors

Started: July 2012

Completed: April 2014

Electrical Subcontract Value: \$2.7 Million

Description of Project: Expansion of existing wastewater treatment plant.

Contact: Dave Schoster

Dave.Schoster@CH2M.com

352-384-7167

Emerald Coast Utility Authority

Brasfield and Gorrie

Started: July 2010

Completed: June 2011

Electrical Subcontract Value: \$12.6 Million

Description of Project: New wastewater treatment plant.

Contact: Ed Whatley

EWhatley@BrasfieldGorrie.com

205-328-4000

North Lee County ROWTP

Mitchell and Stark Construction Co

Started: June 2010

Completed: September 2011

Electrical Subcontract Value: \$1.9 Million

Description of Project: Expansion of existing water treatment plant.

Contact: Mike Westhafer

mwesthafer@mitchellstark.com

205-328-4000

Lee County Various Electrical Contracts

Lee County

Started: 2012

Completed: 2014

Electrical Subcontract Value: Varied from small to large projects

Description of Project: All different types of electrical work

Contact: Doug Meyer

DMeyer@leegov.com

239-533-5643

Qualification Statements – Cogburn Bros., Inc.

Section 2.1 Statement of Mobilization

Cogburn Bros., Inc. is ready and willing to mobilize for any size project on short notice. We have staff and crews in the area, as well as the ability to arrange employment for any number of qualified electricians through our local electrical workers union.

Cogburn Electric guarantees that we can have manpower and equipment available on short notice to meet the needs of Lee County

Qualification Statements – Cogburn Bros., Inc.

Section 2.2.2 Resume

Tim McLin

Current Position:

Field Project Manager/Supintendent. 2001 to present. Lead electrician on various electrical projects

Education:

1977 Honors Graduate of Redemptorist High School
1981 Graduated four year IBEW electrical apprentice program
1996 Attended Appalachian Underground Corrosion Short Course
West Virginia University

Experience:

2001- Present Cogburn Brothers Inc.
Have served as supervisor on various water and waste water projects
City of Cape Coral Everest WRF
City of Fort Myers R/O plant and well field expansion
Green Meadows water plant upgrades
North Lee County R/O plant
Bonita Springs Utilities WRF
Bonita Springs R/O plant
Ava Maria R/O and WRF plant
Lely WRF expansion.

1999-2001 Electrical Foreman JA Jones
FPL Power House expansion

1992-1999 Field Supervisor Sunniland Pipeline Inc.
In charge of electrical I&C and satellite communications

1987-1992 Electrical Foreman Apex Electrical Inc.
Industrial projects

1977-1987 Electrician Saia Electric Inc.
Commercial and industrial projects

Qualifications:

Cogburn Safety Training, CPR/First Aid
OSHA 10/First Aid

Qualification Statements – Cogburn Bros., Inc.

Section 2.3 Primary Contacts

The Primary Contact for contract and billing information will be:

Raymond Smith

904-358-7344 From 7:00AM to 5:00PM

904-219-3945 All other hours and weekends

rhsmith@cogburnbros.com

Accounts Payable Contact:

Kathy Hayes

904-358-7344 From 8:00AM to 4:00PM

khayes@cogburnbros.com

Qualification Statements – Cogburn Bros., Inc.

SECTION 2.5 License

Raymond H. Smith EC0001120 CGC1520255

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

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

LICENSE NUMBER

EC0001120

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



SMITH, RAYMOND H
COGBURN BROS. INC
995 FROST STREET EAST
JACKSONVILLE FL 32221



ISSUED: 06/03/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L140303001147

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER

CGC1520255

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



SMITH, RAYMOND H
COGBURN BROS. INC
3300 FAYE ROAD
JACKSONVILLE FL 32225



ISSUED: 07/29/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1407290001627

Qualification Statements – Cogburn Bros., Inc.

SECTION 2.6 References

Bank Reference

Synovous Bank

10407 Centurion Parkway, North

Jacksonville, FL 32256

Contact: Rick Sargeant

Phone: (904) 641-6735

Credit Reference

Dunn & Bradstreet

One Diamond Hill Road

Murray Hill, N. J. 07974-0027

Dunns #08-508-9252

Bonding Company

Surety Markets, Inc.

1652 Emerson Street

Jacksonville, FL 32207

Contact: Terry Vliek

Phone: 904-636-0063

PROFESSIONAL REFERENCES

National Electrical Contractors Association

3 Bethesda Metro Center

Suite 1100

Bethesda, MD 20814

Phone: (301) 657-3110

Fax: (301) 215-4500

Jacksonville Master Electricians Association

4951-A Richard Street

Jacksonville, FL 32207

Phone: 904-636-0663

Qualification Statements – Cogburn Bros., Inc.

Section 4.1 NFPA 70E Acknowledgement

Cogburn Bros., Inc. follows the NFPA 70E standard for all employees working on or around electrical equipment. All employees, training and safety equipment will meet this standard for work on Lee County Projects.

Qualification Statements – Cogburn Bros., Inc.

Section 5.0 Required Documents

Copies Attached

- 5.1 Insurance Certificate
- 5.2 Affidavit Certification Immigration Laws
- 5.3 Anti Collusion Statement
- 5.4 Addendum Acknowledgement and Level Selection

Qualification Statements – Cogburn Bros., Inc.

RFQ NO: RFQ150161

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO: RFQ150161 PROJECT NAME: Electrical Contractors Continuing Contract

LEE COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 (a)(5) (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).

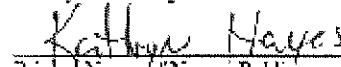

Signature Title Date
Company Name: Cogburn Bros., Inc.
Raymond H. Smith, Vice President, March 18, 2015

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was signed and acknowledged before me this 18th day of March 2015, by Raymond H. Smith who has produced

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


Notary Public Signature


Printed Name of Notary Public

02/11/18
Notary Commission Number/Expiration



The signer of this Affidavit guarantees, 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.**

Qualification Statements – Cogburn Bros., Inc.

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 undersigned acknowledges
receipt of Addenda numbers: None

This is in response to: (Check which applies)

Level 1:

Level 2:

Both: Yes

Cogburn Bros., Inc.
3300 Faye Road
Jacksonville, FL 32226

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

PLUS:	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

LESS:	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: 5/28/15

LEE COUNTY CONTRACT DOCUMENTS

Tracking #: 20150216
7137

ENDORSEMENT FORM

AWARDEE NAME: COGBURN BROS INC

PROJECT NAME: ELECTRICAL CONTRACTORS CONTINUING CONTRACT

SOLICITATION NO.: RFQ150161 BOARD AWARD DATE 5/19/2015

PROJECT COST _____ PROJECT DURATION _____

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: 01/01/2016

Dated: 01/01/2016

Dated: 01/01/2016

Dated: _____

Dated: _____

(2 Originals Attached)

RECEIVED BY
LEE CO. ATTORNEY

MAY 29 AM 9:16

[Signature]

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: May 28 15

Date Returned: May 29 15

Signed: *[Signature]*

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: 5-29-15

Date Returned: 5-29-15

Signed: *[Signature]*

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: 6/1/15 *[Signature]*

Date Forwarded: 6/2/15

**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	Commissioner: Department: UTILITIES Division: No Divisions By: Pam Keyes

Background:

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

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

After reviewing the seven (7) submittals it was determined by the Selection Committee that all contractors meet the minimum qualification requirements. Therefore on the basis of the information submitted by the Contractors in their Qualification Statements, and after ranking the submittals by compliance with the requirements of the RFQ and the project, it was the consensus of the Committee to recommend award to and authorize staff to negotiate on a project-by-project basis with the following seven (7) Contractors: A+ Electric LLC; 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


Cogburn Bros., Inc.

CORPORATE RESOLUTION

I, Kathy Wise, Secretary of Cogburn Bros., Inc. a corporation organized and existing under the laws of the State of Florida, hereby certify that at a meeting of the Board of Directors of the Corporation duly called and held on 01/15/2015, at which a quorum was present and acting throughout, the following resolutions were adopted and are now in full force and effect.

RESOLVED that the following individuals of this corporation are authorized to execute on behalf of this corporation a bid and agreement for the construction of all electrical projects which bid and agreement includes an indemnification.

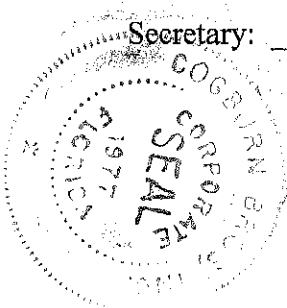
I further certify that the names of the officers of this corporation and any other persons authorized to act under this resolution and their official signatures are as follows:

NAME	OFFICER	OFFICIAL SIGNATURE
Raymond H. Smith	Vice President	

IN WITNESS WHEREOF, I have hereunto subscribed my name as Secretary and affixed the seal of the corporation this 15th day of January, 20 15.

Secretary: Kathy Wre

Date: 01/15/2015



**FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS****Detail by Entity Name****Florida Profit Corporation**

COGBURN BROS, INC.

Filing Information

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Principal Address3300 FAYE ROAD
JACKSONVILLE, FL 32226

Changed: 02/17/2004

Mailing Address3300 FAYE ROAD
JACKSONVILLE, FL 32226

Changed: 01/25/2006

Registered Agent Name & AddressJONES, RICHARD KESQ
501 W BAY ST
JACKSONVILLE, FL 32202

Name Changed: 02/21/2003

Address Changed: 02/21/2003

Officer/Director Detail**Name & Address**

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JACKSONVILLE, FL 32226

Title P/D

COGBURN, LARRY D
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Title S/D, Treasurer

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