



LEE COUNTY
SOUTHWEST FLORIDA
BOARD OF COUNTY COMMISSIONERS

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District Three

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District Five

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County Manager

Richard Wesch
County Attorney

Donna Marie Collins
County Hearing Examiner

(239) 533-5450

June 5, 2014
SOLICITATION NO: **B-140143**

Precision Contracting Services, Inc.
Mr. Bruce Boyd
15834 Guild Court
Jupiter, FL 33478

SUBJECT: ANNUAL CONTRACT FOR FIBER OPTIC CABLE, PARTS AND INSTALLATION

ENCLOSURES: 1) Executed Copy of Construction Contract
2) Original Bid Bond

Dear Mr. Boyd:

Enclosed please find your executed copy of the Contract for the project known as "Annual Contract for Fiber Optic Cable, Parts and Installation".

Your Contract Number is **6795**. This contract number will also serve as your Purchase Order Number for this project and must be on all invoice statements.

Also enclosed is your original Bid Bond from Travelers Casualty and Surety Company of America in the amount of \$25,000.00.

Sincerely,
LEE COUNTY PROCUREMENT MANAGEMENT

Lisa H. Crone
Lisa Crone
Procurement Analyst

Cc: Mr. Mike Say, Lee County DOT, Project Manager
Mr. Bruce Westberry, Lee County Internal Services, Fiscal
FinanceOnBase@leeclerk.org
Procurement

PART E
LEE COUNTY CONSTRUCTION CONTRACT
AGREEMENT FORM

Contract No. 6795
Board Award Date: 5/6/14

AGREEMENT

made as of the 6th day of May in year of 2014
BETWEEN the COUNTY: Board of County Commissioners, Lee County,
Florida and the CONTRACTOR:

Precision Contracting Services, Inc.
15834 Guild Court
Jupiter, FL 33478
561-743-9737

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

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

ARTICLE 1. WORK

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

Scope of work: The purchase and installation of traffic cable and parts for DOT Traffic and various Lee County Departments and Divisions. MOT certification will be required to perform work under this contract.

This contract will be utilized by Lee County in the event of an emergency will be performed in accordance with the terms, conditions and construction provisions of the Federal Highway Administration (FHWA) and/or any Federal Emergency Management Administration (FEMA) requirements. This contract is for two (2) years with three (3) one-year renewal options.

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

PROJECT NAME: B-140143 Annual Contract For Fiber Optic Cable, Parts & Installation

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 of: (express in words and numerals) N/A - Based On Individual Projects.

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 Conditions, 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: B-140143 Annual Contract For Fiber Optic Cable, Parts and Installation

DATED: February, 2014

4.1.1 Contractors Bid Proposal Dated March 11, 2014, ATTACHED AS EXHIBIT "A"

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

N/A

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 Addendum One Dated February 20, 2014

4.7 Documentation submitted by the CONTRACTOR prior to the Notice of Award: None

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 \$50,000.00 and under.....\$313.00

Over \$50,000.00 but Under \$250,000.00.....\$715.00

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.

CMO:006(3 of 5)

REV: 03/18/04

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.

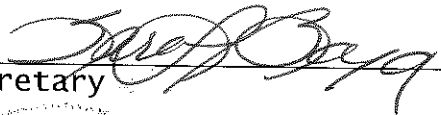
6.4 The CONTRACTOR shall not assign or transfer any of its rights, benefits, or obligations, except for transfer that result from transfer or consolidation with a third party, without the prior written approval of the COUNTY. The CONTRACTOR shall have the right to employ other persons and/or firms to 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:


Secretary

Precision Contracting Services, Inc.
(Correct Name of Business)

BY: 

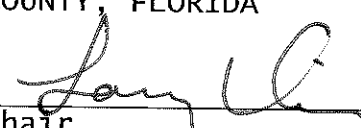
Bruce Boyd, Director
Title

Date: 5/12/14

BOARD OF COUNTY COMMISSIONERS OF
LEE COUNTY, FLORIDA

ATTEST: Clerk of the Board

BY: 
Deputy Clerk

BY: 
Chair

Date: 5/27/14

APPROVED AS TO FORM

BY: 
Assistant County Attorney



Copy
Exhibit 'A'

LEE COUNTY, FLORIDA
PROPOSAL QUOTE FORM
FOR
ANNUAL CONTRACT FOR FIBER OPTIC CABLE

DATE SUBMITTED: March 11, 2014

VENDOR NAME: Precision Contracting Services, Inc.

TO: The Board of County Commissioners
Lee County
Fort Myers, Florida

Having carefully examined the "General Conditions", and the "Detailed Specifications", all of which are contained herein, the Undersigned proposes to furnish the following which meet these specifications:

1. The Undersigned, hereinafter called "BIDDER", having visited the site of the proposed project and having become familiar with the local conditions, nature and extent of the work, and having examined carefully the Agreement Form, General Conditions, Supplementary Conditions, Plans and Specifications and other Contract Documents, and having fulfilled their requirements as well as the Bonding requirements herein, proposes to furnish all labor, materials, equipment and other items, facilities and services for the proper execution and completion of the:

ANNUAL CONTRACT FOR FIBER OPTIC CABLE, PARTS AND INSTALLATION

in full accordance with the drawings and specifications prepared in accordance with your Advertisement for Bids, Instruction to Bidders, Construction Contract and all other documents related thereto on file with Lee County Division of Procurement Management, and if awarded the contract, to complete the said work within the time limits specified for the following bid price:

TOTAL AMOUNT: N/A - UNIT PRICING ONLY

2. There is enclosed a Certified Check, Cashier's Check or Bid Bond (paper or electronic format) in the amount of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) payable to the Lee County Board of County Commissioners as a guarantee for the purpose set out in the Instruction to Bidders.

3. The BIDDER hereby agrees that:

(a) The above proposal shall remain in full force and effect for a period of 90 calendar days after the time of the opening of this proposal and it shall not be revoked, withdrawn or canceled within that time frame. Once the bidder has been notified that his bid has been awarded by the Board of County Commissioners, within the above time frame the price proposed as submitted shall constitute the contract price which shall be executed within the time frames established by these documents.

(b) In the event the award is made to this BIDDER, the BIDDER will enter into a formal written agreement with the COUNTY in accordance with the accepted bid, will execute the contract contained within these documents, and provide a Public Payment and Performance Bond from a Surety in good standing with the Florida Department of State who is licensed to do business in Florida and acceptable to the OWNER. The Public Payment and Performance Bond shall be in the amount of one hundred percent (100%) of the accepted bid. The BIDDER shall, within seven calendar days of the Notice of Award, submit the required Certificates of Insurance. The BIDDER further agrees that in the event of the BIDDER'S default of breach of any of the agreements of this proposal, the bid deposit shall be forfeited.

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.

4. Acknowledgment is hereby made of receipt of the following Addenda issued during the bidding period.

Addendum No. 1 Dated 2/20/14 Addendum No. ____ Dated ____

Addendum No. ____ Dated ____ Addendum No. ____ Dated ____

5. If awarded this construction contract, the BIDDER agrees to complete the work covered by this contract as follows:

(a) Substantially complete in N/A consecutive calendar days from date of Official Notice to Proceed.

(b) Final completion in N/A consecutive calendar days from the date of Official Notice to Proceed.

(c) Both the COUNTY and CONTRACTOR recognize that the liquidated damages reflect a good faith estimate and that the injury to COUNTY which could result from a failure of CONTRACTOR to complete on schedule is uncertain and cannot be computed exactly. In no way shall costs for liquidated damages be construed as a penalty on the CONTRACTOR.

\$50,000.00 and under - \$313.00

Over \$50,000.00 but less than \$250,000.00 - \$580.00

\$250,000.00 but less than \$500,000.00 - \$715.00

6. Neither the undersigned nor any other person, firm or corporation named herein, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this proposal by the COUNTY, also that no head of any department or employee therein, or any officer of Lee County, Florida is directly interested therein.

This proposal is genuine and not collusive or a sham; the person, firm or corporation named herein has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the unit prices of said proposal or proposals of any other bidder, or to secure any advantage against the COUNTY or any person, firm or corporation interested in the proposed contract; all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named herein, has directly or indirectly submitted said proposal or the contents thereto, to any association or to any member or agent thereof.

Annual Contract For Fiber Optic Cable, Parts and Installation
 Bid Schedule

Bid No: B-140143

Contractor: Precision Contracting Services, Inc. _____

ITEM NO	DESCRIPTION	UNIT	UNIT PRICE INSTALL ONLY	UNIT PRICE FURNISH & INSTALL
1	12 Strand Multi-Mode Corning cable loose tube	LF	\$0.65	\$1.40
2	6 Strand Single-Mode cable loose tube	LF	\$0.65	\$0.85
3	12 Strand Single-Mode Corning cable loose tube	LF	\$0.65	\$1.20
4	24 Strand Single-Mode Corning cable loose tube	LF	\$0.65	\$1.25
5	48 Strand Single-Mode Corning cable loose tube	LF	\$0.65	\$1.30
6	72 Strand Single Mode Corning cable loose tube	LF	\$0.65	\$1.35
7	96 Strand Single-Mode Corning cable loose tube	LF	\$0.65	\$1.75
8	6 Strand Single-Mode cable loose tube	LF	\$0.65	\$0.85
9	24 Strand Single-Mode Corning cable loose tube	LF	\$0.65	\$1.25
10	48 Strand Multi-Mode Corning cable loose tube	LF	\$0.65	\$3.35
11	144 Strand Single-Mode Corning cable loose tube	LF	\$0.65	\$2.20
12	288 Strand Single-Mode Corning cable loose tube	LF	\$0.65	\$3.25
13	6 Twisted Pair PE 39 19A WG Interconnect Cable w/Aluminum Shield	LF	\$0.60	\$1.20
14	12 Twisted Pair PE 39 19AWG Interconnect Cable w/Aluminum Shield	LF	\$0.60	\$1.45
15	#10 Locate Wire PIC	LF	\$0.25	\$0.55

Annual Contract For Fiber Optic Cable, Parts and Installation
 BID SCHEDULE

BID NO: B-140103

Contractor: Precision Contracting Sr

ITEM NO.	Description:	UNIT	UNIT PRICE - INSTALL ONLY	UNIT PRICE - FURNISH & INSTALL
1	Corning Unicam ST Multi Mode	EA	\$12.00	\$28.00
2	Corning Unicam SC Multi Mode	EA	\$12.00	\$28.00
3	Corning Unicam ST Multi Mode	EA	\$12.00	\$28.00
4	Corning Unicam SC Single Mode	EA	\$12.00	\$28.00
5	PatchCord-ST to ST Single Mode Simplex	EA	\$3.00	\$8.00
6	PatchCord-SC to SC Single Mode Simplex	EA	\$3.00	\$15.00
7	PatchCord-SC to SC Multi Mode Simplex	EA	\$3.00	\$10.00
8	PatchCord-ST to SC Single Mode Simplex	EA	\$3.00	\$10.00
9	PatchCord-SC to LC Single Mode Simplex	EA	\$3.00	\$12.00
10	PatchCord-SC to LC Multi Mode Simplex	EA	\$3.00	\$10.00
11	Corning Unicam ST Single Mode	EA	\$12.00	\$28.00
12	Corning Unicam SC Single Mode	EA	\$12.00	\$28.00
13	Corning Unicam ST Single Mode	EA	\$12.00	\$28.00
14	PatchCord-ST to ST Single Mode Simplex	EA	\$3.00	\$8.00
15	PatchCord-SC to SC Single Mode Simplex	EA	\$3.00	\$12.00
16	PatchCord-ST to ST Multi Mode Simplex	EA	\$3.00	\$10.00
17	PatchCord-SC to SC Multi Mode Simplex	EA	\$3.00	\$10.00
18	PatchCord-ST to SC Single Mode Simplex	EA	\$3.00	\$10.00
19	PatchCord-ST to SC Multi Mode Simplex	EA	\$3.00	\$10.00
20	PatchCord-SC to LC Single Mode Simplex	EA	\$3.00	\$12.00
21	PatchCord-SC to LC Multi Mode Simplex	EA	\$3.00	\$10.00
22	Patch Cable/Pigtail - ST to ST Single Mode 25'	EA	\$3.00	\$25.00
23	Patch Cable - ST to ST Single Mode 50'	EA	\$3.00	\$30.00
24	Patch Cable - ST to SC Single Mode 50'	EA	\$3.00	\$25.00
25	Patch Cable - ST to SC Single Mode 25'	EA	\$3.00	\$25.00
FIBER FAN OUT KITS:				
30	Outdoor Buffer Fan Out Kit - Part# FAN- OD25-12 25 Inches / 12 Buffer Tubes	EA	\$17.00	\$45.00
31	Outdoor Buffer Fan Out Kit - Part# FAN- OD47-12 47 Inches / 12 Buffer Tubes	EA	\$17.00	\$50.00

Annual Contract For Fiber Optic Cable, Parts and Installation

BID SCHEDULE

BID NO: B-140103

Contractor: Precision Contracting Sa

FIBER BAYS:

32	Coming Fiber Bay Housing Panel with a 6 pack connector Single Mode	EA	\$60.00	\$135.00
33	Coming Fiber Bay Housing Panel with a 6 pack connector Multi Mode	EA	\$60.00	\$135.00
34	Coming Fiber Bay Housing Panel with a 12 pack connector Single Mode	EA	\$60.00	\$165.00
35	Coming Fiber Bay Housing Panel with a 12 pack connector Multi Mode	EA	\$60.00	\$165.00

FIBER TRAYS:

36	Coming Fiber Stackable Trays	EA	\$1.00	\$35.00
37	Leviton Fiber Stackable Trays	EA	\$1.00	\$35.00
38	Fusion Splicing Per Strand	EA	\$32.00	\$32.00
39	RING CUT and Fusion Splicing Per Strand	EA	\$35.00	\$35.00

SINGLE CABINET EQUIPMENT:

40	Coming SPH-OIP Single Panel Housing	EA	\$30.00	\$135.00
41	IFS Line Terminating Data Transceiver Part# D9130E	EA	\$60.00	\$775.00
42	IFS Line Repeater Part # D9130	EA	\$60.00	\$950.00
				\$0.00
43	Rackmount with 12 Coupler Panels	EA	\$55.00	\$345.00
44	Rackmount with 24 Coupler Panels	EA	\$80.00	\$475.00
45	Wallmount with 12 Coupler Panels	EA	\$55.00	\$345.00
46	Coming Closet Conn. Housing #CCH-01u	EA	\$55.00	\$345.00
47	Wallmount with 24 Coupler Panels	EA	\$95.00	\$515.00

CONDUIT AND PULLBOX INSTALLATION:

48	Quazile 24"W x 36"L x 24"D - Part# PG2436BA24	EA	\$225.00	\$575.00
49	Quazile 30"W x 60"L x 36"D - Part# PG3060BA36	EA	\$300.00	\$1,795.00
50	Quazile 30" x 48 x 24" - Part # PG3048BA24	EA	\$250.00	\$1,375.00
51	4 - 1 1/4 S.D.R. 13.5 coonduits (yellow, green, blue, orange) Blue shall have fiber, #10 locate wire installed in orange conduit and other two shall have mule tape.		\$0.00	\$0.00
	TRENCH INSTALLED	LF	\$8.50	\$11.50
	BORED INSTALLATION	LF	\$16.00	\$18.50
52	#10 locate wire installed in existing conduit	LF	\$0.25	\$0.55
53	#10 locate wire installed along with any fiber cable listed above	LF	\$0.25	\$0.55

CONDUIT REPAIR (MAT'L PROVIDED BY LEE COUNTY) - LABOR ONLY

OPTION A - Labor to repair conduit, pull box, connectors, etc. (Materials provided by Lee County) for conduit replacement)	HOURLY	\$90.00	\$90.00
OPTION B - Labor to repair damaged fiber and/or copper cable and test repair. (Furnish Materials)	HOURLY	\$70.00	\$70.00

Annual Contract For Fiber Optic Cable, Parts and Installation
 BID SCHEDULE

BID NO: B-140103
 Contractor: Precision Contracting S

Item No.	Description	UNIT	UNIT PRICE - INSTALL ONLY	UNIT PRICE - FURNISH & INSTALL
1	Patch Cable ST to ST Single Mode; duplex; 3'	EA	\$3.00	\$20.00
2	Patch Cable ST to ST Multi Mode; duplex; 3'	EA	\$3.00	\$12.50
3	Patch Cable ST to ST Single Mode; duplex; 10'	EA	\$3.00	\$20.00
4	Patch Cable ST to ST Multi Mode; duplex; 10'	EA	\$3.00	\$20.00
5	Patch Cable ST to ST Single Mode; duplex; 30'	EA	\$3.00	\$22.50
6	Patch Cable ST to ST Multi Mode; duplex; 30'	EA	\$3.00	\$23.00
7	Patch Cable SC to SC Single Mode; duplex; 3'	EA	\$3.00	\$20.00
8	Patch Cable SC to SC Multi Mode; duplex; 3'	EA	\$3.00	\$12.50
9	Patch Cable SC to SC Single Mode; duplex; 10'	EA	\$3.00	\$24.00
10	Patch Cable SC to SC Multi Mode; duplex; 10'	EA	\$3.00	\$20.00
11	Patch Cable SC to SC Single Mode; duplex; 30'	EA	\$3.00	\$27.00
12	Patch Cable SC to SC Multi Mode; duplex; 30'	EA	\$3.00	\$23.00
13	Patch Cable ST to LC Single Mode; duplex; 3'	EA	\$3.00	\$20.00
14	Patch Cable ST to LC Multi Mode; duplex 3'	EA	\$3.00	\$20.00
15	Patch Cable ST to LC Single Mode; duplex; 10'	EA	\$3.00	\$20.00
16	Patch Cable ST to LC Multi Mode; duplex; 10'	EA	\$3.00	\$21.50
17	Patch Cable ST to LC Single Mode duplex; 30'	EA	\$3.00	\$23.00
18	Patch Cable ST to LC Multi Mode duplex; 30'	EA	\$3.00	\$24.00
19	Patch Cable SC to LC Single Mode duplex; 3'	EA	\$3.00	\$20.00
20	Patch Cable SC to LC Multi Mode duplex 3'	EA	\$3.00	\$20.00
21	Patch Cable SC to LC Single Mode duplex; 10'	EA	\$3.00	\$23.00
22	Patch Cable SC to LC Multi Mode duplex; 10'	EA	\$3.00	\$22.00
23	Patch Cable SC to LC Single Mode duplex; 30'	EA	\$3.00	\$23.00
24	Patch Cable SC to LC Multi Mode duplex; 30'	EA	\$3.00	\$23.00
25	Quazite 30"W x 48"L x 36"D Pullbox	EA	\$275.00	\$1,450.00
26	Coyote Dome Enclosure 6.6" x 22" # 8006877;	EA	\$65.00	\$425.00
27	36 count Coyote trays; # 80805514	EA	\$1.00	\$40.00
28	2 hole grommets Coyote # 8003701	EA	\$1.00	\$25.00
29	4 hole grommets Coyote # 8003664	EA	\$1.00	\$50.00
30	Splice Closure; Corning # SCF-6C22-01 for cables up to 72 fibers;	EA	\$95.00	\$595.00
31	Splice Closure; Corning # SCF-6C28-01 for cables up to 144 fibers	EA	\$100.00	\$675.00

Annual Contract For Fiber Optic Cable, Parts and Installation

BID SCHEDULE

BID NO: B-140103

Contractor: Precision Contracting Se

32	1 Hole Grommet Coyote # 8003691	EA	\$1.00	\$15.00
33	1 Hole Grommet Coyote # 8003692	EA	\$1.00	\$15.00
34	2 Hole Grommet Coyote # 8003663	EA	\$1.00	\$25.00
35	2" sch 40 PVC conduit Trenched	LF	\$4.50	\$5.50
36	2" sch 40 PVC conduit Bored	LF	\$11.50	\$12.50
37	2" sch 40 PVC conduit Attached to structure	LF	\$10.00	\$15.00
38	4" sch 40 PVC conduit Trenched	LF	\$5.50	\$7.00
39	4" sch 40 PVC conduit Bored	LF	\$12.50	\$14.00
40	4" sch 40 PVC conduit attached to structure	LF	\$12.00	\$18.00
41	GPS locations of existing or new installations (ie; handholes, cabinets)	Per Project	\$20.00	\$20.00
42	GPS locations of existing or new installations (ie; handholes, cabinets)	EA	\$20.00	\$20.00
43	Assist in the programming, troubleshooting, and review of the fiber network topology. This will require programming assistance on layer 3 and layer 2 devices and review, proposal, and implementation of any fiber network changes. Review critical routes, map fiber routes, and make any changes as required.	Per Hour	\$125.00	\$125.00

7. The below signed BIDDER agrees to comply with all applicable provisions as set forth in the Anti-Discrimination requirements included as part of the General Conditions of this documents. The BIDDER further agrees to hold harmless, defend and indemnify the COUNTY and its agents for any losses including attorney's fees, incurred as a result of its failure to abide by the applicable Anti-Discrimination laws.

Andy Boyd
(Name of License Holder)

512602
(State Certificate No.)

(Occupational No.)
(specify jurisdiction)

(Lee County Competency No.)

(State Registration No.)

In witness whereof, the BIDDER has hereunto set his signature and

affixed his seal this 10 day of March, A.D., 2014

ATTEST: [Signature] (SEAL)
Secretary

By: Printed Sara L. Boyd

By: Signature [Signature]

TITLE: Treasurer

Precision Contracting Services Inc.
Company Name

Bruce Boyd
Contact Person

15834 Gulf Court
Mailing Address

bboyd@pcsfiber.com
E-mail of Contact Person

Jupiter, FL 33478
City, State, and Zip

561. 743. 9737
Phone Number

561. 743. 0775
Fax Number

BID BOND

Complete EITHER Lee County Paper Bid Bond, OR Lee County Electronic Bid Bond
Lee County Paper Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Precision Contracting Services, Inc. as Principal, and
(BIDDER'S Name) Travelers Casualty
and Surety Company of America a Corporation licensed to do
(Surety's Name)

business under the laws of the State of Florida as a Surety, are held and firmly bound unto LEE
COUNTY BOARD OF COUNTY COMMISSIONERS, LEE COUNTY, FLORIDA, a Political
Subdivision of the State of Florida,
in the SUM OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00)

for the payment whereof, well and truly to be made, we bind ourselves, our heirs, successors, personal
representatives and assigns, jointly and severally, firmly, by these presents.

SIGNED AND SEALED this 11 day of March, 2014

WHEREAS, said Principal is herewith submitting a Proposal for the construction of:

ANNUAL CONTRACT FOR FIBER OPTIC CABLE – PARTS AND INSTALLATION

NOW, THEREFORE, the condition of the above obligation is such that if said Principal shall be awarded
the Contract upon said Proposal within the specified time and shall enter into a written Contract,
satisfactory in form, provide an acceptable Public Payment & Performance Bond from a Surety
acceptable to the COUNTY and provide other Insurance as may be required to the COUNTY within
seven (7) calendar days after the written Notice of Award date, or within such extended period as the
COUNTY may grant, then this obligation shall be null and void; otherwise said Principal and Surety shall
pay to said COUNTY in money the difference between the amount of the Bid of said Principal and the
amount for which said COUNTY may legally contract with another party to perform said work, if the
latter amount be in excess of the former, together with any expenses and reasonable attorney's fees
incurred by said COUNTY if suit be brought hereon, but in no event shall said Surety's liability exceed
the penal sum hereof plus such expenses and attorney's fees. For purposes of unsuccessful bid protests
filed by the Principal herein, this obligation shall bind the Surety to pay costs and damages associated
with the bid protest or delays to the project upon a finding from the Board of County Commissioners for
Lee County that the bid protest was frivolous and/or lacked merit. The liability of the Surety shall not
exceed the penal sum of the bid bond.

Witness as to Principal:

(By)

Witness as to Surety:

Carla Rismiller
Carla Rismiller

(Principal) (SEAL)
Printed Name
Travelers Casualty and
Surety Company of America (SEAL)
(Surety's Name)
Lori K. Charles
(By-As Attorney-in-Fact, Surety)
Lori K. Charles

Affix Corporate Seals and attach proper Power of Attorney for Surety.

TRAVELERS**POWER OF ATTORNEY**

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 221316

Certificate No. 004967719

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

J. Mark Whitehead Jr., J. Mark Whitehead Sr., Lori K. Charles, and Rachael Jones

of the City of Altamonte Springs, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 17th day of July, 2012.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By: _____

George W. Thompson, Senior Vice President

On this 17th day of July, 2012, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2016.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/9/2014

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

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

PRODUCER Stahl & Associates Insurance, Inc. 250 International Parkway Suite 128 Lake Mary FL 32746		CONTACT NAME: Karen Hall PHONE (A/C No. Ext.): (407) 833-8998 FAX (A/C No.): (407) 833-3909 E-MAIL ADDRESS: karen.hall@stahlinsurance.com																						
INSURED Precision Contracting Services, Inc. 15834 Guild Court Jupiter FL 33478		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A</td><td>Amerisure Insurance Co</td><td>19488</td></tr><tr><td>INSURER B</td><td>Amerisure Mutual Ins Co</td><td>23396</td></tr><tr><td>INSURER C</td><td>XL Specialty Insurance Co.</td><td>37885</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A	Amerisure Insurance Co	19488	INSURER B	Amerisure Mutual Ins Co	23396	INSURER C	XL Specialty Insurance Co.	37885	INSURER D:			INSURER E:			INSURER F:		
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COVERAGES

CERTIFICATE NUMBER: CL1312319686

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	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		GL2090669	12/31/2013	12/31/2014	MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Blanket Add'l Insured's						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> GL Extension Endorsement						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS			CA2026011	12/31/2013	12/31/2014	BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE \$ 4,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 4,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ -0-			CU2026018	12/31/2013	12/31/2014	\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	WC2026028	12/31/2013	12/31/2014	E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Contractors Equipment			UM00027863MA13A	12/31/2013	12/31/2014	Leased/Rented Equipment: \$300,000 Installation Floater: \$300,000

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 included as additional insured with respects to General Liability as per the blanket additional insured endorsement CG 7048 0613 if required by written contract. Umbrella is excess over the automobile, general liability and employers liability coverages.

CERTIFICATE HOLDER**CANCELLATION**

Lee County Board of County Commissioners
Attn: Procurement Management
P.O. Box 398
Ft. 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

Robert Bowles/DOOLEY

ACORD 25 (2010/05)

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INS025 (201005) 01

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
CONTRACTOR'S BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Policy Number GL2090669	Agency Number 0825486	Policy Effective Date 01/01/2014
Policy Expiration/Cancellation Date 12/31/2014	Date 01/01/2014	Account Number 12052722
Named Insured Precision Contracting Services, Inc.	Agency Stahl Bowles & Assoc Inc	Issuing Company Amerisure Mutual Ins Co

1. a. **SECTION II - WHO IS AN INSURED** is amended to add as an insured any person or organization:
 - (1) Whom you are required to add as an additional insured on this policy under a written contract or written agreement relating to your business; or
 - (2) Who is named as an additional insured under this policy on a certificate of insurance.
- b. The written contract, written agreement, or certificate of insurance must:
 - (1) Require additional insured status for a time period during the term of this policy; and
 - (2) Be executed prior to the "bodily injury", "property damage", or "personal and advertising injury" leading to a claim under this policy.
- c. If, however:
 - (1) "Your work" began under a letter of intent or work order; and
 - (2) The letter of intent or work order led to a written contract or written agreement within 30 days of beginning such work; and
 - (3) Your customer's customary contracts require persons or organizations to be named as additional insureds;

we will provide additional insured status as specified in this endorsement.
2. **SECTION II - WHO IS AN INSURED** is amended to add the following:

If the additional insured is:

 - a. An individual, their spouse is also an additional insured.
 - b. A partnership or joint venture, members, partners, and their spouses are also additional insureds.
 - c. A limited liability company, members and managers are also additional insureds.
 - d. An organization other than a:
 - (1) Partnership;
 - (2) Joint venture; or
 - (3) Limited liability company;

executive officers and directors of the organization are also additional insureds. Stockholders are also additional insureds, but only with respect to their liability as stockholders.
 - e. A trust, trustees are also insureds, but only with respect to their duties as trustees.

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3. The insurance provided under this endorsement is limited as follows:
- a. That person or organization is an additional insured only with respect to liability arising out of:
 - (1) Premises you:
 - (a) Own;
 - (b) Rent;
 - (c) Lease; or
 - (d) Occupy; or
 - (2) Ongoing operations performed by you or on your behalf. If, however, the written contract, written agreement, or certificate of insurance also requires completed operations coverage, we will also provide completed operations coverage for that additional insured.
 - b. Premises, as respects paragraph 3.a.(1) above, include common or public areas about such premises if so required in the written contract or written agreement.
 - c. Additional insured status provided under paragraphs 3.a.(1)(b) or 3.a.(1)(c) above does not extend beyond the end of a premises lease or rental agreement.
 - d. Ongoing operations, as respects paragraph 3.a.(2) above, does not apply to "bodily injury" or "property damage" occurring after:
 - (1) All work to be performed by you or on your behalf for the additional insured(s) at the site of the covered operations is complete, including related materials, parts or equipment (other than service, maintenance or repairs); or
 - (2) That portion of "your work" out of which the injury or damage arises is put to its intended use by any person or organization other than another contractor working for a principal as a part of the same project.
 - e. The limits of insurance that apply to the additional insured are the least of those specified in the:
 - (1) Written contract;
 - (2) Written agreement;
 - (3) Certificate of insurance; or
 - (4) Declarations of this policy.

The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.
 - f. The insurance provided to the additional insured does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of, or failure to render, any professional services, including but not limited to:
 - (1) The preparing, approving, or failing to prepare or approve:
 - (a) Maps;
 - (b) Drawings;
 - (c) Opinions;
 - (d) Reports;
 - (e) Surveys;
 - (f) Change orders;
 - (g) Design specifications; and
 - (2) Supervisory, inspection, or engineering services.

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- g. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraph 4. **Other Insurance** is deleted and replaced with the following:

4. Other Insurance.

Coverage provided by this endorsement is excess over any other valid and collectible insurance available to the additional insured whether:

- a. Primary;
- b. Excess;
- c. Contingent; or
- d. On any other basis;

unless the written contract, written agreement, or certificate of insurance requires this insurance be primary. In that case, this insurance will be primary without contribution from such other insurance available to the additional insured.

- h. If the written contract, written agreement, or certificate of insurance as outlined above requires additional insured status by use of CG 20 10 11 85, then the terms of that endorsement, shown below, are incorporated into this endorsement to the extent such terms do not restrict coverage otherwise provided by this endorsement:

<p style="text-align: center;">ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS (FORM B)</p> <p>This endorsement modifies insurance provided under the following:</p> <p style="text-align: center;">COMMERCIAL GENERAL LIABILITY COVERAGE PART. SCHEDULE</p> <p>Name of Person or Organization: Blanket Where Required by Written Contract, Agreement, or Certificate of Insurance that the terms of CG 20 10 11 85 apply</p> <p>(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)</p> <p>WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.</p> <p style="text-align: right;">Copyright, Insurance Services Office, Inc., 1984</p> <p>CG 20 10 11 85</p>
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- i. If the written contract, written agreement, or certificate of insurance as outlined above requires additional insured status by use of an Insurance Services Office (ISO) endorsement, then the coverage provided under this CG 70 48 endorsement does not apply. Additional insured status is limited to that provided by the ISO endorsement.

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