

PART E
LEE COUNTY CONSTRUCTION CONTRACT
AGREEMENT FORM

Contract No. 6811
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:

ElectriCom, LLC
P.O. Box 319
Paoli, IN 47454
812-723-2626

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: 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. CM0:013, 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:

Nancy Lambert
Secretary Nancy Lambert

(Corporate Seal)

ElectriCom, LLC

(Correct Name of Business)

BY: Kevin Mason

Kevin Mason, President

Title

Date: 5/8/2014

BOARD OF COUNTY COMMISSIONERS OF
LEE COUNTY, FLORIDA

ATTEST: Linda Doggett
Clerk of the Board

BY: Marcia Wilson
Deputy Clerk

BY: Larry White
Chair

Date: 5/6/14



Approved as to Form for the
Reliance of Lee County Only

By: [Signature]
Office of the County Attorney

Copy
Exhibit "A"

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

DATE SUBMITTED: 3/11/2014

VENDOR NAME: ElectriCom, LLC

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 Feb 20 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.

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.

ElectriCom, LLC
(Name of License Holder)

1201265
(Occupational No.)
(specify jurisdiction)

CUC1224507 & EC13005174
(State Certificate No.)

Vendor #415641
(Lee County Competency No.)

N/A
(State Registration No.)

In witness whereof, the BIDDER has hereunto set his signature and
affixed his seal this 11th day of March, A.D., 2014

ATTEST: *Kate Ralston* (SEAL)
Secretary

By: Printed: Kevin Mason

By: Signature: *[Signature]*

TITLE: President

ElectriCom, LLC
Company Name

PO Box 319
Mailing Address

Paoli, IN 47454
City, State, and Zip

Kate Ralston
Contact Person

contracts@electricominc.com
E-mail of Contact Person

(812) 723-2626

Phone Number

(812) 723-5654

Fax Number

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

Bid No: B-140143

Contractor: ElectriCom

ITEM NO	DESCRIPTION	UNIT	UNIT PRICE INSTALL ONLY	UNIT PRICE FURNISH & INSTALL
1	12 Strand Multi-Mode Corning cable loose tube	LF	\$0.66	\$1.74
2	6 Strand Single-Mode cable loose tube	LF	\$0.66	\$0.89
3	12 Strand Single-Mode Corning cable loose tube	LF	\$0.66	\$1.02
4	24 Strand Single-Mode Corning cable loose tube	LF	\$0.66	\$1.12
5	48 Strand Single-Mode Corning cable loose tube	LF	\$0.66	\$1.26
6	72 Strand Single Mode Corning cable loose tube	LF	\$0.66	\$1.34
7	96 Strand Single-Mode Corning cable loose tube	LF	\$0.66	\$1.48
8	6 Strand Single-Mode cable loose tube	LF	\$0.66	\$0.89
9	24 Strand Single-Mode Corning cable loose tube	LF	\$0.66	\$5.25
10	48 Strand Multi-Mode Corning cable loose tube	LF	\$0.66	\$1.26
11	144 Strand Single-Mode Corning cable loose tube	LF	\$0.66	\$1.95
12	288 Strand Single-Mode Corning cable loose tube	LF	\$0.66	\$3.70
13	6 Twisted Pair PE 39 19A WG Interconnect Cable w/Aluminum Shield	LF	\$0.66	\$1.33
14	12 Twisted Pair PE 39 19AWG Interconnect Cable w/Aluminum Shield	LF	\$0.66	\$1.62
15	#10 Locate Wire PIC	LF	\$0.22	\$0.30

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

BID NO: B-140103
 Contractor: ElectriCom

ITEM NO.	Description:	UNIT	UNIT PRICE - INSTALL ONLY	UNIT PRICE - FURNISH & INSTALL
1	Coming Unicam ST Multi Mode	EA	\$16.50	\$27.00
2	Coming Unicam SC Multi Mode	EA	\$16.50	\$27.00
3	Coming Unicam ST Multi Mode	EA	\$16.50	\$27.00
4	Coming Unicam SC Single Mode	EA	\$16.50	\$28.50
5	Adapter - ST to ST Single Mode Simplex	EA	\$5.00	\$10.00
6	Adapter - SC to SC Single Mode Simplex	EA	\$5.00	\$10.00
7	Adapter - SC to SC Multi Mode Simplex	EA	\$5.00	\$10.00
8	Adapter - ST to SC Single Mode Simplex	EA	\$5.00	\$10.00
9	Adapter - SC to LC Single Mode Simplex	EA	\$5.00	\$10.00
10	Adapter - SC to LC Multi Mode Simplex	EA	\$5.00	\$10.00
11	Coming Unicam ST Single Mode	EA	\$14.50	\$29.50
12	Coming Unicam SC Single Mode	EA	\$14.50	\$29.50
13	Coming Unicam ST Single Mode	EA	\$14.50	\$29.50
14	Adapter - ST to ST Single Mode Simplex	EA	\$5.00	\$12.00
15	Adapter - SC to SC Single Mode Simplex	EA	\$5.00	\$11.50
16	Adapter - ST to ST Multi Mode Simplex	EA	\$5.00	\$11.50
17	Adapter - SC to SC Multi Mode Simplex	EA	\$5.00	\$10.00
18	Adapter - ST to SC Single Mode Simplex	EA	\$5.00	\$11.50
19	Adapter - ST to SC Multi Mode Simplex	EA	\$5.00	\$10.00
20	Adapter - SC to LC Single Mode Simplex	EA	\$5.00	\$11.50
21	Adapter - SC to LC Multi Mode Simplex	EA	\$5.00	\$11.50
22	Patch Cable/Pigtail - ST to ST Single Mode 25'	EA	\$6.50	\$14.50
23	Patch Cable - ST to ST Single Mode 50'	EA	\$6.50	\$24.00
24	Patch Cable - ST to SC Single Mode 50'	EA	\$10.00	\$24.00
25	Patch Cable - ST to SC Single Mode 25'	EA	\$8.50	\$24.00
FIBER FAN OUT KITS:				
30	Outdoor Buffer Fan Out Kit - Part# FAN- OD25-12 25 Inches / 12 Buffer Tubes	EA	\$25.00	\$75.00
31	Outdoor Buffer Fan Out Kit Part# FAN- OD47-12 47 Inches / 12 Buffer Tubes	EA	\$25.00	\$90.00

Annual Contract For Fiber Optic Cable, Parts and Installation

BID SCHEDULE

BID NO: B-140103

Contractor: _ElectriCom_

FIBER BAYS:

32	Corning Fiber Bay Housing Panel with a 6 pack connector Single Mode	EA	\$50.00	\$135.00
33	Corning Fiber Bay Housing Panel with a 6 pack connector Multi Mode	EA	\$50.00	\$170.00
34	Corning Fiber Bay Housing Panel with a 12 pack connector Single Mode	EA	\$50.00	\$170.00
35	Corning Fiber Bay Housing Panel with a 12 pack connector Multi Mode	EA	\$50.00	\$160.00

FIBER TRAYS:

36	Corning Fiber Stackable Trays	EA	\$5.00	\$35.00
37	Leviton Fiber Stackable Trays	EA	\$5.00	\$30.00
38	Fusion Splicing Per Strand	EA	\$27.00	\$27.50
39	RING CUT and Fusion Splicing Per Strand	EA	\$33.00	\$33.50

SINGLE CABINET EQUIPMENT:

40	Corning SPH-OIP Single Panel Housing	EA	\$35.00	\$110.00
41	IFS Line Terminating Data Transceiver Part# D9130E	EA	\$100.00	\$950.00
42	IFS Line Repeater Part # D9130	EA	\$100.00	\$1,160.00
43	Rackmount with 12 Coupler Panels	EA	\$80.00	\$270.00
44	Rackmount with 24 Coupler Panels	EA	\$80.00	\$525.00
45	Wallmount with 12 Coupler Panels	EA	\$50.00	\$275.00
46	Corning Closet Conn. Housing #CCH-01u	EA	\$50.00	\$250.00
47	Wallmount with 24 Coupler Panels	EA	\$125.00	\$525.00

CONDUIT AND PULLBOX INSTALLATION:

48	Quazite 24"W x 36"L x 24"D - Part# PG2436BA24	EA	\$250.00	\$600.00
49	Quazite 30"W x 60"L x 36"D - Part# PG3060BA36	EA	\$300.00	\$1,850.00
50	Quazite 30" x 48" x 24" - Part # PG3048BA24	EA	\$250.00	\$1,100.00
51	4 - 1 1/4 S.D.R. 13.5 conduits (yellow, green, blue, orange) Blue shall have fiber, #10 locate wire installed in orange conduit and other two shall have mule tape.			
	TRENCH INSTALLED	LF	\$5.50	\$6.75
	BORED INSTALLATION	LF	\$9.50	\$11.25
52	#10 locate wire installed in existing conduit	LF	\$0.50	\$0.65
53	#10 locate wire installed along with any fiber cable listed above	LF	\$0.15	\$0.27

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	\$85.00	\$0.00
OPTION B - Labor to repair damaged fiber and/or copper cable and test repair. (Furnish Materials)	HOURLY	\$85.00	\$0.00

\$5,983.92

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

BID NO: B-140103

Contractor: ElectriCom

Item No.	Description	UNIT	UNIT PRICE - INSTALL ONLY	UNIT PRICE - FURNISH & INSTALL
1	Patch Cable ST to ST Single Mode; duplex; 3'	EA	\$5.00	\$15.50
2	Patch Cable ST to ST Multi Mode; duplex; 3'	EA	\$5.00	\$15.00
3	Patch Cable ST to ST Single Mode; duplex; 10'	EA	\$5.00	\$16.00
4	Patch Cable ST to ST Multi Mode; duplex; 10'	EA	\$5.00	\$16.00
5	Patch Cable ST to ST Single Mode; duplex; 30'	EA	\$5.00	\$20.00
6	Patch Cable ST to ST Multi Mode; duplex; 30'	EA	\$5.00	\$19.00
7	Patch Cable SC to SC Single Mode; duplex; 3'	EA	\$5.00	\$15.00
8	Patch Cable SC to SC Multi Mode; duplex; 3'	EA	\$5.00	\$13.50
9	Patch Cable SC to SC Single Mode; duplex; 10'	EA	\$5.00	\$16.00
10	Patch Cable SC to SC Multi Mode; duplex; 10'	EA	\$5.00	\$14.50
11	Patch Cable SC to SC Single Mode; duplex 30'	EA	\$5.00	\$20.00
12	Patch Cable SC to SC Multi Mode; duplex 30'	EA	\$5.00	\$20.00
13	Patch Cable ST to LC Single Mode; duplex 3'	EA	\$5.00	\$15.50
14	Patch Cable ST to LC Multi Mode; duplex 3'	EA	\$5.00	\$14.00
15	Patch Cable ST to LC Single Mode; duplex 10'	EA	\$5.00	\$16.00
16	Patch Cable ST to LC Multi Mode; duplex 10'	EA	\$5.00	\$15.00
17	Patch Cable ST to LC Single Mode duplex 30'	EA	\$5.00	\$20.00
18	Patch Cable ST to LC Multi Mode duplex 30'	EA	\$5.00	\$20.00
19	Patch Cable SC to LC Single Mode duplex 3'	EA	\$5.00	\$15.50
20	Patch Cable SC to LC Multi Mode duplex 3'	EA	\$5.00	\$14.00
21	Patch Cable SC to LC Single Mode duplex 10'	EA	\$5.00	\$16.00
22	Patch Cable SC to LC Multi Mode duplex 10'	EA	\$5.00	\$15.00
23	Patch Cable SC to LC Single Mode duplex 30'	EA	\$5.00	\$20.00
24	Patch Cable SC to LC Multi Mode duplex 30'	EA	\$5.00	\$20.00
25	Quazite 30"W x 48"L x 36"D Pullbox	EA	\$300.00	\$1,450.00
26	Coyote Dome Enclosure 6.5" x 22 " : # 8006877;	EA	\$50.00	\$350.00
27	36 count Coyote trays: # 80805514	EA	\$1.00	\$55.00
28	2 hole grommets Coyote # 8003701	EA	\$1.00	\$15.00
29	4 hole grommets Coyote # 8003664	EA	\$1.00	\$15.00
30	Splice Closure; Corning # SCF-6C22-01 for cables up to 72 fibers;	EA	\$50.00	\$490.00
31	Splice Closure; Corning # SCF-6C28-01 for cables up to 144 fibers	EA	\$50.00	\$500.00

Annual Contract For Fiber Optic Cable, Parts and Installation

BID SCHEDULE

BID NO: B-140103

Contractor: ElectriCom

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	\$15.00
35	2" sch 40 PVC conduit Trenched	LF	\$4.90	\$6.75
36	2" sch 40 PVC conduit Bored	LF	\$9.00	\$11.25
37	2" sch 40 PVC conduit Attached to structure	LF	\$9.50	\$13.00
38	4" sch 40 PVC conduit Trenched	LF	\$4.90	\$6.75
39	4" sch 40 PVC conduit Bored	LF	\$9.00	\$11.25
40	4" sch 40 PVC conduit attached to structure	LF	\$10.00	\$15.00
41	GPS locations of existing or new installations (ie; handholes, cabinets)	Per Project	\$15.00	\$0.00
42	GPS locations of existing or new installations (ie; handholes, cabinets)	EA	\$15.00	\$0.00

43	Assist in the programming, troubleshooting, and review of the fiber network topology. This will require programming assistance on layer 2 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	\$85.00	\$0.00
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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

ElectriCom, LLC as Principal, and

(BIDDER'S Name)

Great American Insurance Company 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 11th 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:

Nancy Lambert
(By)

Witness as to Surety:

Marcia F. Neil

ElectriCom, LLC

(SEAL)

(Principal)

Kevin D. Mason
Printed Name Kevin D. Mason, President

Great American Insurance Company

(Surety's Name)

Kelly K. Shafer
(By As Attorney-in-Fact, Surety)

Kelly K. Shafer

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

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than ONE

No. 0 20483

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof, provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
KELLY SHAFER	WINTER PARK, FLORIDA	\$100,000,000

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 28TH day of JANUARY 2014

Attest

GREAT AMERICAN INSURANCE COMPANY



Atty L C. B.
Assistant Secretary

David C. Kitchin
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-877-2405)

On this 28TH day of JANUARY 2014, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Shella Clontz
Notary Public, State of Ohio
My Commission Expires 08-09-2015

Shella Clontz

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

11th

day of

March

2014



Atty L C. B.
Assistant Secretary

THE CONTRACTOR CERTIFIES THE FOLLOWING STATEMENTS:

Non-Collusion Provision

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

Lobbying Certification

"The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of any state or federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, US Code. Any persons who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure."

Suspension and Debarment

"The Bidder certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

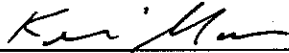
(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the Florida Department of Transportation."



Signature

Kevin Mason

Printed Name

ElectriCom, LLC

Firm Name



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/8/2014

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 Hylant Group Inc-Bloomington 100 South College Ave, #230 Bloomington IN 47404	CONTACT NAME: Teresa Underwood		
	PHONE (A/C No, Ext): 812-332-4484	FAX (A/C, No): 812-333-3068	
	E-MAIL ADDRESS: teresa.underwood@hylant.com		
INSURED ELECT-B ElectriCom, Inc.; ElectriCom LLC; ElectriCom Right of Way Services LLC; ElectriCom Networks LLC PO Box 319 Paoli IN 47454	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: XL Insurance America Inc		24554
	INSURER B: Starr Indemnity & Liability Co		38318
	INSURER C: Liberty Mutual Fire Ins Co		23035
	INSURER D: XL Specialty Insurance Company		37885
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 676671616

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	Y	CGS7409206	1/1/2014	1/1/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Emp Ben. \$1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CAH7409207	1/1/2014	1/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Ded \$1,000
B	<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 \$		1000020613	1/1/2014	1/1/2015	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	CWR7409205	1/1/2014	1/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Blanket Equipment Installation Fit		YM2L9L453337063	1/1/2014	1/1/2015	\$5,000 Ded \$7,387,723 \$25,000 Ded \$1,000,000

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

Additional Insured(s): Lee County, a Political Subdivision and Charter County of the State of Florida, its Agents, Employees and Public Officials as required by written contract between the Named Insured and Certificate Holder.

CERTIFICATE HOLDER**CANCELLATION**

Lee County Board of County Commissioners
Attention: Procurement Management
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

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