

**AGREEMENT FOR FIBER OPTIC ENGINEERING, DESIGN, MATERIAL  
SUPPLIES AND INSTALLATION  
TASK ORDER NO. 2**

**THIS TASK ORDER** for Fiber Optic Engineering, Design, Material, Supplies and Installation Services ("Task Order" hereafter) is made on \_\_\_\_\_, between the **City of Lake Worth Beach**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City") and **Precision Contracting Services, Inc.**, a corporation authorized to do business in the state of Florida ("Contractor").

**1.0 Project Description:**

The City desires the Contractor to provide those services as identified herein for the Canal to Main Yard Substation Fiber Optic Project generally described as: **Canal to Main Yard Substation Fiber Optic Engineering, Design, Material, Supplies and Installation** (the "Project"). The Project is more specifically described in the proposal prepared by **Precision Contracting Services, Inc.**, dated **June 16, 2022** and are incorporated herein by reference.

**2.0 Scope**

Under this Task Order, the Contractor will provide the City of Lake Worth with design, materials and construction services for the Project as specified in the **Contractor's proposal attached hereto and incorporated herein as Exhibit "1"**.

**3.0 Schedule and Liquidated Damages**

Substantial completion of all services and work under this Task Order shall be within **391** calendar days from the Effective Date of this Task Order. Final completion of all services and work (and all punch-list items (if any) under this Task Order shall be within **421** calendar days from the Effective Date of this Task Order. The Effective Date of this Task Order is the date following the parties' execution of this Task Order and the City's delivery of a Notice to Proceed to the Contractor via e-mail, facsimile or other form of delivery as documented by the City. Substantial completion occurs when the services and work has progressed to the point where, in the opinion of the City, the work is sufficiently complete in accordance with the Contract Documents and this Task Order, so that the Project can be utilized for the purposes for which it is intended. Final completion occurs when all services and work (including punch-list items) has been completed and the project becomes fully operational and accepted by the City.

**Liquidated Damages. The City and Contractor recognize that time is of the essence under this Task Order and the Contract Documents, and that the City will suffer financial loss if the services and work described in this Task Order and the Contract Documents are not completed within the times specified in this Task Order. The City and Contractor recognize, agree and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the City would suffer in the event Contractor neglects, refuses, or otherwise fails to complete the services and work within the time specified. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the City 250 dollars (\$250.00) for each day that expires after the time specified in this Task Order.**

#### **4.0 Compensation**

This Task Order is issued for a not to exceed amount of \$144,783.41. The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount.

#### **5.0 Project Manager**

The Project Manager for the Contractor is Rick Arnold, phone: 561-360-1107; email: rarnold@pcsfiber.com and, the Project Manager for the City is David Martyniuk, phone: 561-586-1629; email: Dmartyniuk@lakeworthbeachfl.gov

#### **6.0 Progress Meetings**

The Contractor shall schedule periodic progress review meetings with the City Project Manager as necessary but every 30 days as a minimum.

#### **7.0 Contractor's Representations**

In order to induce the City to enter into this Task Order, the Contractor makes the following representations:

7.1 Contractor has familiarized itself with the nature and extent of this Task Order, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work.

7.2 Contractor has obtained at his/her own expense and carefully studied, or assumes responsibility for obtaining and carefully studying, soil investigations, explorations, and test reports which pertain to the subsurface conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the work as Contractor considers necessary for the performance or furnishing of the work at the stated Task Order price within the Task Order stated time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the Agreement; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or is deemed necessary by Contractor for such purposes.

7.3 Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or is deemed necessary by the Contractor in order to perform and furnish the work under this Task Order price, within the Task Order time and in accordance with the other terms and conditions of the Contract Documents.

7.4 Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.5 Contractor has given the City's Contract Administrator written notice of all conflicts, errors or discrepancies that he or she has discovered in the Contract Documents and the written resolution thereof by City or its designee is acceptable to the Contractor.

## **8.0 Warranty**

Warranty. The Contractor warrants and guarantees to the City that all services and work provided under this Task Order will be in accordance with this Task Order and the other Contract Documents. The Contractor warrants that (a) all materials and parts supplied under this Task Order shall be free from defects for one (1) year from the final completion of all work (unless a longer manufacturer warranty applies); (b) all services and work performed under this Task Order will be free from defects for one (1) year from the final completion of all work and the project shall be fully operational without unreasonable downtime or failures; and (c) that the services and work will conform to the requirements of the Contract Documents. If, at any time prior to the expiration of the one (1) year warranty period, the City discovers any failure or breach of the Contractor's warranties or the Contractor discovers any failure or breach of the Contractor's warranties, the Contractor will, upon written notice from City or of its own accord, at the Contractor's sole cost and expense, promptly correct such failure or breach (which corrective action must include, without limitation, any necessary removal, disassembly, reinstallation, repair, replacement, reassembly, retesting, and/or re-inspection of any part or portion of the work and any other property damaged or affected by such failure, breach, or corrective action). The Contractor will remedy any such failure or breach so, to the extent possible, to avoid unnecessary disruptions to the operations of City or its systems. In the event the Contractor fails to initiate and diligently pursue corrective action within five (5) days of the Contractor's receipt of the City's notice or the Contractor's discovery of the same, the City may undertake such corrective action at the Contractor's expense.

## **7.0 Authorization**

This Work Order is pursuant to the Fiber Optic Engineering, Design, Material, Supplies and Installation services Agreement between the City and the Contractor, dated June 16, 2022 ("Contract" hereafter). If there are any conflicts between the terms and conditions of this Task Order and the Agreement, the terms and conditions of the Agreement shall prevail; however, the specifications and scope of work set forth in This Task Order shall take precedence.

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IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order to the Fiber Optic Engineering, Design, Material, Supplies and Installation services Agreement on the day and year first above written.

**CITY OF LAKE WORTH BEACH, FLORIDA**

By: \_\_\_\_\_  
Betty Resch, Mayor

ATTEST:

By: \_\_\_\_\_  
Melissa Ann Coyne, CMC, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL  
SUFFICIENCY

By: \_\_\_\_\_  
Glen J. Torcivia, City Attorney

By: \_\_\_\_\_  
Bruce T. Miller, Financial Services Director

CONTRACTOR: (Precision Contracting Services, Inc)

By: \_\_\_\_\_  
*[Handwritten Signature]*

[Corporate Seal]

Print Name: Blake Boyd

Title: Treasurer

STATE OF Florida  
COUNTY OF Palm Beach

THE FOREGOING instrument was acknowledged before me by means of  physical presence or  online notarization on this 29 day of June 2022, by Blake Boyd, as the Treasurer [title] of **Precision Contracting Services, Inc.**, a Florida Corporation authorized to do business in the State of Florida, who is personally known to me or who has produced \_\_\_\_\_ as identification, and who ~~did take an oath that he or she is~~ duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Notary Seal:

\_\_\_\_\_  
*[Handwritten Signature]*



**EXHIBIT "1"**  
**Contractors Proposal**



PRECISION CONTRACTING SERVICES INC.

15834 Guild Court
Jupiter, Florida 33478
Phone: 561.743.9737
Fax: 561.743.0775
www.pcsfiber.com



Table with contact and project information including To: PCS Orlando, Address: File Copy, Winter Garden, FL, Project Name: 22.04.12.02 Lake Worth Beach Canal Substation, Bid Number: 19-065/HS-ORIGINAL, Bid Date: 6/16/2022

Main item list table with columns: Item #, Item Description, Estimated Quantity, Unit, Unit Price, Total Price. Includes items like MOT, BICSI RCDD, CADD Operator, Conduit, etc.

Total Price for above Canal Substation Items: \$144,783.41

Total Bid Price: \$144,783.41

Notes:

General - Scope & Location

To be Piggybacked on existing PBCo Contract

Location: Lake Worth Beach Electric Utility FO Transmission Install Canal Substation- previously provided mapping

Scope of Work

PCS INCLUDES the Aerial/UG furnish, installation, splicing, termination & testing of a 96F SM ADSS fiber optic cable.
PCS INCLUDES initial design support for permitting by client and documentation as-builts of the final install.

- **General – Fiber Pathways ALL PERMITTING FOR THIS INSTALLATION IS EXCLUDED AND TO BE PROVIDED BY CLIENT.** PCS can provide preliminary drawings for the fiber design which can then be utilized by client for the permitting process. **ALL AERIAL PATHWAY "MAKE READY WORK" IS EXCLUDED AND TO BE COMPLETED BY OTHERS PRIOR TO PCS MOBILIZATION FOR THE FIBER INSTALL.** Items like tree trimming, pole repairs, pole placements, attaching permits are EXCLUDED AND PROVIDED BY CLIENT. PCS is not responsible for damage by others to FO Cable or other equipment after placement by PCS. Client to proof existing conduit & provide pull tape for UG install from power plant west under I95 to fiber termination point. **Client to provide personnel for support PCS install crew for access to each vault where fiber optic cabling is installed in duct bank next to energized power cable - specifically the UG install under I95 from power plant west.**
- **General – Fiber Lead Time The Current Lead time for delivery of Fiber Optic Cable is 50+ weeks AFTER RECEIPT OF PURCHASE ORDER.** Fiber optic cable purchase orders cannot be placed until submittals have been approved by owner. PCS requires an executed contract prior to making material submittals to OWNER. In order to meet project schedules contract executions will require expediting.
- **General - Unit Prices** All prices quoted are **UNIT PRICES.** Project invoices and payments shall be determined by actual field measurements for quantities installed on project. All payments to PCS shall be inclusive of all actual quantities installed on the project. **All Pricing Utilized Here Is From The Current & Active FO Master Contract Between Precision Contracting Services, Inc and Palm Beach County, FL**
- **General - 30 Day Notice – Work Days** PCS requires 30 days written notice from Fully Executed Contract Date for project scheduling and material procurement. PCS will require 90 work days to perform the proposed work.
- **General - MOT (Excludes Lane Closures) PCS INCLUDES** MOT for the immediate work area of their crews as required by the MUTCD. **PCS EXCLUDES** the cost for lane closures, detours, traffic diversions and/or police officers from scope of work in PCS proposal.
- **General - Duct Plugs (Included) PCS INCLUDES** the one hole duct plugs necessary to comply with standard specifications relevant to the duct housing installation of fiber optic/copper communication cables. **PCS EXCLUDES** duct plugs for vacant / electrical pathway conduits.
- **General - No Bond PCS EXCLUDES** the cost for a performance bond. Sales Tax or Use Tax has been included for all materials.
- **General - Tracer Wire (No WGU, Ground Rods) Tracer Wire INCLUDES** cost to furnish and install tracer wire when installed in same pipe with FO cable. PCS does not include any cost to furnish and/or install ground rods, cad welds, wire terminals units, wire grounding units, detectable route markers or related locating hardware.
- **General – As-Built Documentation per PBCO Specifications PCS INCLUDES** Fiber Optic Splicing Diagrams detailing all cable splices, terminations, equipment port assignments, and optical circuits within the communication network. We WILL document Communications including low voltage communication circuits within or between ITS or TS cabinets. As-Built submittals will include an electronic file with an inventory of all traffic control signals, devices & support structures. The inventory includes required horizontal position geographic coordinate data collected using Differential Global Positioning System (DGPS) equipment. The inventory includes required manufacturer, model, and serial number for each device or completed assembly. The inventory includes required GPS coordinate data for pull boxes as well as conduit & cable at 100 foot intervals including change in direction. PCS will fill out ITSFM forms and submit as required by project specifications. **PCS EXCLUDES** coordinate data for loops per FDOT Central Office pending specification revision to eliminate these components from Specification requirement. PCS excludes TS, SL, Power Service or related electrical systems documentation ...whether HIGH or LOW. **PCS EXCLUDES** As Built documentation for High Voltage.
- **General - Complete Proposal** Proposed pricing is based on award of all items bid upon. PCS reserves the right to modify unit prices if all quoted items are not awarded. Prices are only valid for 90 days of the bid date. PCS reserves the right to modify or withdraw their offer if either a letter of intent or a contract is not received within 90 days of the bid date.
- **General - Proposal as Addendum to Contract** This proposal in its entirety and including all notes of clarification shall be added as an addendum to any resulting contract for the referenced project. If any of the PCS notes of clarification conflict with the contract provisions, the PCS notes shall supersede the contract provisions and govern accordingly.

<p><b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b> <b>Precision Contracting Services, Inc</b></p> <p><b>Authorized Signature:</b> _____</p> <p><b>Estimator:</b> RS</p>
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