

**CONTRACT BETWEEN CITY OF CLEARWATER AND
PRECISION CONTRACTING SERVICES, INC.
RFP #46-24 FIBER OPTIC INSTALLATION AND MAINTENANCE SERVICES**

THIS CONTRACT, entered into this 15th day of August 2024, by and between the CITY OF CLEARWATER (“City”), a Florida municipal corporation, P.O. Box 4748, Clearwater, Florida 33758 and Precision Contracting Services, Inc. (“PCS” or “Vendor”), a Florida corporation, 15834 Guild Court, Jupiter, FL 33478.

WHEREAS, the City seeks a qualified vendor who specializes in Fiber Optic Installation and Maintenance for buildout and repair on new and existing infrastructure for use by city operations.

WHEREAS, the City selected PCS based on Request for Proposal (“RFP”) #46-24 and responses by PCS to RFP #46-24, all of which are incorporated by reference.

WHEREAS, PCS agrees to provide the services as outlined in RFP #46-24.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the Parties agree that the above terms, recitals, and representations are true and accurate and are incorporated herein by reference, and the Parties further agree as follows:

1. SCOPE OF PROJECT.

PCS agrees to provide fiber installation and maintenance services under the terms and conditions set forth in RFP #46-24, and responses by PCS dated July 9, 2024, all of which are incorporate by reference.

2. TIME OF PERFORMANCE.

The Contract Term shall commence on September 1, 2024 and end August 31, 2029.

The City may terminate this Contract at its convenience, in part or in whole, upon thirty days calendar days' written notice in accordance with RFP #46-24, Standard Terms and Conditions (Exhibit C, Section S.20). The City may also terminate this Contract in accordance with the other provisions set forth in RFP #46-24, Standard Terms and Conditions.

3. COMPENSATION.

The City will pay Vendor is an amount not to exceed \$6,622,835.00 as more fully described in attached Exhibit A, inclusive of all reasonable and necessary direct expenses. The City may, from time to time, require changes in the scope of the project. Such changes, including any increase or decrease in the amount of Vendor's compensation, and any other changes in the terms of this Contract which are mutually agreed upon by and between City and Vendor shall be effective when incorporated in written amendment to this Contract, upon mutual agreement.

4. METHOD OF PAYMENT AND ANNUAL APPROPRIATIONS.

Vendor's fees will be invoiced monthly and submitted to the City for approval and payment in accordance with the Florida Local Government Prompt Payment Act, Section 218.70, Florida Statutes.

The City's performance and obligation to pay under this Contract is contingent upon an annual appropriation of the City's budget.

5. NOTICES AND CHANGES OF ADDRESS.

Any notice required or permitted to be given by the provisions of this Contract shall be conclusively deemed to have been received by a party hereto on the date it is hand delivered to such party at the address indicated below (or at such other address as such

party shall specify to the other party in writing), or if sent by registered or certified mail (postage prepaid) on the fifth (5th) business day after the day on which such notice is mailed and properly addressed.

Precision Contracting Services, Inc.
Add Name: Blake Boyd
Add Title: Treasurer
15834 Guild Court
Jupiter, FL 33478
Add Phone Number: 561-743-9737 x 7129
Add Email: brboyd@pcsfiber.com

City of Clearwater
Dan Mayer
IT Director
P.O. Box 4748
Clearwater, FL 33758
727.444.7654
daniel.mayer@myclearwater.com

Emergency Response Procedures are set forth in Exhibit B.

6. RFP #46-24 STANDARD TERMS AND CONDITIONS.

All terms and conditions as set forth in RFP #46-24, Standard Terms and Conditions are incorporated by reference and attached hereto as Exhibit C.

7. INSURANCE REQUIREMENTS.

Insurance Requirements are set forth in Exhibit D, which is incorporated by reference and attached hereto.

8. PROPRIETARY MATERIALS.

Upon termination of this Contract, PCS shall transfer, assign and make available to City or its representatives all property and materials in PCS possession belonging to or paid for by the City.

9. INTERESTS OF PARTIES.

PCS covenants that its officers, employees and shareholders have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance and/or provision of services required under the terms and conditions of this Contract.

10. CONFORMANCE WITH LAWS.

PCS agrees to comply with all applicable federal, state and local laws during the life of this Contract. Vendor shall be responsible for obtaining and maintaining any licenses, permits, documents, or other permissions necessary for Vendor's operation.

11. GOVERNING LAW AND VENUE.

The laws of the State of Florida shall govern this Contract, and any action brought by either party shall lie in Pinellas County, Florida.

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IN WITNESS WHEREOF, the Parties have caused this Contract to be signed in its corporate/legal name by its authorized representatives or persons authorized to execute this Contract on the date and year first above written.

PRECISION CONTRACTING SERVICES, INC.



Name: Blake Boyd
Title: Treasurer

CITY OF CLEARWATER, FLORIDA

Bruce Rector
Mayor

Jennifer Poirrier
City Manager

Approved as to form:

Attest:

Owen Kohler
Lead Assistant City Attorney

Rosemarie Call
City Clerk