

CONTRACT ROUTING FORM

1. Complete the information below BEFORE printing and completing items 2 through 7. Items in red are required.

Department: Facilities/Maintenance

Department contract file name (use effective date): PCT_1910_20220919

Project Code: Click here to enter text.

Contract type: Agreement

Contracted Services/Goods: County Network Fiber Installation

Contract Component: Master

Change Order Number/Addendum Number: Click here to enter text.

Vendor Name: Performance Cabling Technologies

Effective Date: 09/19/2022

Approved by: Commissioners

Date approved by the BOC: Click here to enter text.

Ending Date: Click here to enter a date.

Total Amount: \$115,138.12

Please Return Contract to:

Name: Brian Stevens

Email: brian.stevens@chathamcount

ync.gov

Special Instructions for Clerks

Office:

2. Department Head or his/her designee has read the contract in its entirety.

By:  (Department Head signature required)

3. County Attorney has reviewed and approved the contract ☒

County Attorney has reviewed and rejects the contract ☐ Reason: _____

This is an automatic renewal and does not require approval from the County Attorney: Yes ☐ No ☐



If this box is checked the County Attorney's Office has reviewed the contract but has not made needed changes to protect the County because the contract is a sole source contract and the services required by the County are not available from another vendor.

4. Technical/MIS Advisor has reviewed the contract if applicable. Yes ☒ No ☐

5. Vendor has signed the contract. Yes ☐ No ☐

6. A budget amendment is necessary before approval. Yes ☐ No ☒

If budget amendment is necessary, please attach to this form.

7. Approval

☒ Requires approval by the BOC - contracts over \$100,000.00. Follow Board submission guidelines.

☐ Requires approval by the Manager – contracts \$100,000 or less.

8. Submit to Clerk.

Clerk's Office Only

☐ Finance Officer has signed the contract

☐ The Finance Officer is not required to sign the contract

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NORTH CAROLINA

SHORT TERM/SOLE PROPRIETOR

CHATHAM COUNTY

GOODS AND/OR SERVICE AGREEMENT

THIS AGREEMENT FOR GOODS AND/OR SERVICES, (this "Agreement") by and between Chatham County, ("County"), whose address for notices is Post Office Box 1809, Pittsboro, North Carolina, 27312 and **Performance Cabling Technologies, Inc.** (name entity: Corp, Non Profit, Sole Proprietor), whose address for notices or any other communications required or permitted hereunder is 3027 Hwy 64 W, Asheboro, NC 27205 ("Contractor");

WHEREAS, Contractor has agreed to provide goods and/or services as hereinafter set forth in a professional manner in accordance with the standards of Contractor's business or industry; and

WHEREAS, the County wishes to enter into an Agreement with Contractor to provide the goods and/or services specified in Appendix 1, Scope of Work, attached hereto and incorporated herein by reference, and made an integral part of this Agreement;

NOW THEREFORE, In consideration of the mutual agreements described below, the parties agree as follows:

1. **Term of Agreement:** The term of this Agreement shall commence on September 19, 2022 and end on January 20, 2023, unless terminated as hereinafter set forth.
2. **Scope of Work:** The Contractor shall provide to the County the Services (the "Services") set forth in the "Scope of Work" attached hereto as Appendix 1.
3. **Compensation:** As compensation for the services to be provided by Contractor, the County shall pay the Contractor the sum of **\$115,138.12**, payable within (30) days from receipt of a proper invoice, or as otherwise set forth in Appendix 1.
4. **Insurance:** Depending upon the type of Services provided and number of employees, Contractor may be required to maintain insurance coverage as specified by the County. The insurance required, if any, is set forth on Appendix 2 attached hereto and incorporated in by reference and made an integral part of this Agreement. Contractor shall provide proof of the required insurance to County, naming county as *additional insured*.
5. **Status of Parties:** Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between Contractor and the County. Contractor and its employees and representatives are independent contractors, solely responsible for its or their performance under this Agreement and shall no legal authority to bind the County.
6. **Notices:** Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given on the date delivered personally or deposited in the United States Postal Service, certified mail, return receipt requested, with adequate postage affixed, at the address provided above. Either party may change its address for notice under this Agreement by giving written notice of such change to the other party in accordance with the provisions of this paragraph.
7. **Termination:** This Agreement may be terminated as follows:
 - (i) **Cause:** If the services provided by Contractor under this Agreement are not performed as specified herein, this Agreement may be terminated by the County for cause. Grounds for termination for cause shall include, but not be limited to, the following:
 - (a) Failure to respond to reasonable requests from the County to provide the Services covered by this Agreement.
 - (b) Failure to keep and maintain any equipment required for the performance of this Agreement in good working order and in compliance and with all laws.

- (c) Failure to properly recycle any electronic equipment as specified in Article 9, Chapter 130A of the North Carolina General Statute, or failure to comply with any statutory requirement included in the formal bid request, as provided in the bid packet, which bid packet is incorporated herein by reference.
 - (d) Failure to maintain the insurance required by this Agreement.
 - (e) Charging rates or fees in excess of those permitted under in this Agreement.
 - (f) Inefficient, or unsafe practices in providing Services.
 - (g) The material breach of any provision of this Agreement.
- (ii) Convenience: The County reserves the right to terminate this Agreement upon thirty (30) days written notice to Contractor for any reason deemed by the County to serve the public interest. This termination for convenience will not be made when termination is authorized under any other provisions of this Agreement. In the event of such termination the County shall pay the Contractor its costs directly attributable to Services received by the County in compliance with the Agreement prior termination. Provided, however, that no costs will be paid to the Contractor which are recoverable in the Contractor's normal course of doing business. The County is not liable for loss of any profits anticipated to be made hereunder, nor for any special, consequential or similar damage.
8. Indemnity: Contractor agrees to indemnify and hold harmless the County, its officers, agents, servants, and employees from any and all claims, actions, lawsuits, losses, damages, expenses, judgments, or liabilities of any kind whatsoever (including without limitation, cost of defense and attorney fees) suffered by the County and proximately caused by an act or omission of Contractor, its subcontractors, agents, or employees.
9. County Policy: The County opposes discrimination on the basis of race and sex and requires all of its contractors to provide a fair opportunity for minorities and women to participate in their work force and as subcontractors and vendors under County contracts.
10. State and Federal Requirements: County Terms and Conditions: By signing this Agreement Contractor certifies that (if applicable) Contractor, and any of Contractor's subcontractor are in compliance with State and Federal laws, including any divestment list by the NC State Treasurer, and Federal or State debarment or suspension lists. The County Terms and Conditions are incorporated herein, made an integral part of this Agreement, and may be found at the County's web site: <http://www.chathamcountync.gov/finance>. A hard copy of the Terms and Conditions is available upon request.
11. Controlling Document: In the event of any conflict between this Agreement and any document, instrument, or agreement prepared by Contractor (including, without limitation, Contractor's purchase orders, invoices and warranties), the terms of this Agreement shall control.

IN WITNESS WHEREOF, the parties have executed this Agreement in their official capacities with legal authority to do so.

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Roy Lynch, Finance Director

Chatham County

By: _____
Dan LaMontagne, County Manager

Contractor

By: Tony York
Tony York Gordon Drumwright
Performance
Cabling
Technologies
3027 Hwy 64 W
Asheboro, NC
27205
336-633-7695
tony@pct,cc

APPENDIX 1

SCOPE OF WORK: Furnish and install all labor and materials for the County fiber connectivity for the new EOC and Tower fiber connectivity for new EOC in accordance with the attached proposals and identified scopes contained within.

PROJECT NAME: CCEOC Fiber

SCOPE OF SERVICES: County network fiber Installation

TOTAL COMPENSATION: - \$115,138.12

COMPLETION DATE: January 20, 2023 or before.



Date: 07-15-2022

To: Nick Haffele

From: Tony R. York

Project: New EOC Building Fiber from HWY 64

Proposal Number: 11998-0

Scope of Work:

- PCT will provide and install (3) HDPE SDR 1.50-inch duct from the new EOC building to pole at HWY 64. (Shown on map)
- PCT will provide and install (5) new 24x36x24 hand holes.
- PCT will use existing underground conduit under parking lot and for the building entry.
- PCT will provide and install (1) new 96 strand SM fiber from mechanical room of the new EOC building to HWY 64.
- PCT will provide and install (1) 96 strand SM plenum fiber from mechanical room to MDF using existing pathways in the new EOC.
- PCT will provide and install new LC ends in the MDF and install new splice case with trays in mechanical room to switch fiber over to plenum fiber (over 50 foot to MDF) and at pole on Hwy 64.
- PCT will splice fiber in splice cases at pole and in mechanical room.
- PCT will test and label fiber as needed.



MATERIALS	Part Number	Manufacture	Qty	Unit	Ext Price
1.50" SDR 13.5 smooth wall innerduct	2034186710	Dura-L	9,000	per ft	\$ 11,232.00
Corning 3U Rack Mount Encloser	CCH-03U	Corning	1	each	\$ 427.58
24 Strand LC SM all in one	CCH-CS24-A9-POORE	Corning	4	each	\$ 3,310.61
Fiber MISC			1	each	\$ 120.00
96 strand ISP plenum	024E88-33131-A3	Corning	500	each	\$ 3,936.00
96 SM Mode Fiber	096EUC-T4100D20	Corning	3,500	each	\$ 8,232.00
Splice case	FOSC-ACC-D6-6-NT-0-NOV	CS	2	each	\$ 852.82
splice tray	FOSC-ACC-D-TRAY-RIBN-24	CS	10	each	\$ 552.60
24x36x24 Tier 22	PG2436BA24	Hubbell	6	each	\$ 3,879.29
24x36x24 Tier 22 Lid	PG2436HA0012	Hubbell	6	each	\$ 4,937.83
MUD and chemicals for drill shot			4	LOT	\$ 1,000.00
TOTAL MATERIALS					\$ 38,480.73

LABOR ESTIMATOR DESCRIPTION	QTY	Total
Bore and install 3 x 1.50" Duct (Rock Adder \$ 65)	3200	\$ 51,200.00
Finding existing 4 inch pipe for Building Entry	1	\$ 350.00
Pull Fiber to Each Location	3,500	\$ 7,000.00
Splice set up	3	\$ 450.00
Fusion Splice Each Strand and testing & testing	228	\$ 10,260.00
Splice Case	1	\$ 250.00
Mount fiber box	1	\$ 50.00
Set a 24"x36x24 hand hole with Gravel	6	\$ 2,700.00
TOTAL LABOR		\$ 72,260.00

Assumptions:

- PCT assumes all work can be completed during normal business hours.
- PCT assumes electrical will be provided by others.
- PCT assumes that all networking equipment will be provided by others.
- PCT assumes that no rock drilling will not be needed and is not part of this quote.
- PCT assumes that existing pathways are usable with pull string in them.

Quote Good for 20 Days

Pricing Information:

Total: \$ 110,740.73

Taxes are not included in the above pricing.

If the proposal is acceptable, please sign and fax back to 336-633-7698.

Sign: _____

Thank you for the opportunity to quote on this project. If you have any questions regarding this proposal, please call Tony R. York (336-964-5913).

The contents of this proposal are proprietary. This document may not be disclosed to anyone other than the firm who is responsible for the evaluation of its contents. Any unauthorized use is strictly prohibited.

Performance Cabling Technologies, Inc.
3027 HWY 64 West,

Phone: 336.633-7695
Fax: 336.633-7698

Asheboro, NC 27205

Email: tony@pct.cc



Date: 06-15-2022

To: Nick Haffele

From: Tony R. York

Project: New 12 SM fiber to feed Com-tower from EOC Building

Proposal Number: 12000-0

Scope of Work:

- PCT will provide and install (1) new 12 strand Indoor/Outdoor plenum SM fiber from the new EOC building MDF to com-tower.
- PCT will provide and install new LC ends in the MDF and install new 1U fiber box at tower.
- PCT will reuse existing fiber box at MDF.
- PCT will test and label fiber as needed.

Assumptions:

- PCT assumes all work can be completed during normal business hours.
- PCT assumes electrical will be provided by others.
- PCT assumes that all networking equipment will be provided by others.
- PCT assumes that no rock drilling will not be needed and is not part of this quote.
- PCT assumes that existing pathways are usable with pull string in them.

Quote Good for 20 Days**Pricing Information:**

Total: \$ 4,397.39

Taxes are not included in the above pricing.

If the proposal is acceptable, please sign and fax back to 336-633-7698.

Sign: _____

Thank you for the opportunity to quote on this project. If you have any questions regarding this proposal, please call Tony R. York (336-964-5913).

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