

First Amendment and Renewal to Intelligent Transportation Systems (I.T.S.) and Fiber Optic Network Contract

This First Renewal is made and entered into the date of last signature below, by and between Brevard County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), and Advanced Cabling Solutions Inc., a Florida Profit Corporation licensed to do business in the State of Florida (hereinafter referred to as "Contractor").

Witnesseth:

Whereas, the County has previously entered into agreement with Contractor executed August 11, 2021, under Contract Number 6363 for the Intelligent Transportation Systems (I.T.S.) and Fiber Optic Network (hereinafter referred to as "Original Contract"); and

Whereas, the initial term of the Original Contract is three years after its date of execution and, subject to the County's sole discretion, the Contract may be renewed by the County in one-year increments for up to two additional years beyond the initial term of the Contract by providing prior written notice to the Contractor; and

Whereas, the Original Contract allows for price adjustments after the first year of the Contract upon mutual consent of the parties when such adjustments are based on material cost variation or other relevant economic conditions sufficiently documented by the requesting party; and

Whereas, the Contractor requested an increase in unit pricing prior to the renewal of the Contract due to economic conditions, availability of materials, and labor; and

Whereas, the County reviewed the Contractor's request and determined the request is warranted at this time due to conditions and circumstances outside the Contractor's control; and

Whereas, the initial term ends August 11, 2024; and

Whereas, the parties hereto desire to incorporate the adjusted compensation schedule into the Original Contract through the end of the first renewal period of the Original Contract, which is August 11, 2025.

Now, therefore, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated into this Agreement by this reference.

2. Attachment A: Schedule of Unit Prices is hereby amended to reflect the updated adjusted compensation schedule, attached herein as Attachment A: Proposed Unit Price Increase.

3. Notice is hereby given to the Contractor by the County that the Original Contract is hereby renewed pursuant to the notification provision set forth therein for an additional one-year period; continuing through August 11, 2025.

4. All terms and conditions of the Original Contract, and any amendments or modifications made thereto, which are incorporated herein by this reference, that are not inconsistent with the provisions of this First Renewal, shall remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW.]

IN WITNESS WHEREOF, on the date last signed below, the parties have caused this Agreement to be executed by their duly authorized representatives.

ATTEST:

BREVARD COUNTY, FLORIDA


Rachel Sadoff, Clerk

By: 
Jason Steele, Chair


Date: AUG 06 2024

As approved by the Board on August 4, 2020

Reviewed for legal form and content
solely for Brevard County:


Deputy County Attorney

Advanced Cabling Solutions Inc.

By: 
Robert A. Loyer, Vice President

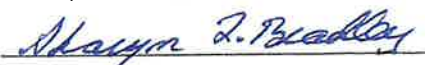
STATE OF FLORIDA

COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 29 day of JULY, 2024 by Robert A. Loyer, Vice President of Advanced Cabling Solutions Inc., on behalf of the corporation. She is personally known to me or has produced _____ as identification.

[Notary Seal]

Notary Public Signature



Name typed, printed or stamped

My Commission Expires:



IN WITNESS WHEREOF, on the date last signed below, the parties have caused this Agreement to be executed by their duly authorized representatives.

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BREVARD COUNTY, FLORIDA

By: 

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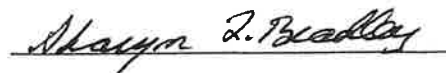
STATE OF FLORIDA

COUNTY OF SEMINOLE

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[Notary Seal]

Notary Public Signature



Name typed, printed or stamped

My Commission Expires: _____





201 Reece Way Suite 1431, Casselberry, FL 32707 EC13003017

Bid # B-6-21-35 Brevard County Traffic Operations Fiber Optics Construction Rehab, Maintenance

To: Brevard County Traffic Operations

No:

Attn: Rich Ataman

Date: 6/27/2024

Description Of Work:

Tel: (321) 242-8400

Email: Rich.Ataman@Brevardfl.gov

ATTACHMENT A

Proposed Unit Price Increase

Quotation by:

E-mail: @acstraffic.net

Phone: 407-339-6636

Fax: 407-339-3822

Item	Item No.	Item Description	Est Qty	U/M	Unit Price(\$)	Est. Cost
		Mobilization - 5%	0	LS	\$0.00	\$0.00
		M.O.T. - 1%	0	LS	\$0.00	\$0.00
	630-2-11	CONDUIT, F&I, OPEN TRENCH	0	LF	\$10.04	\$0.00
	630-2-12	CONDUIT, F&I, DIRECTIONAL BORE	0	LF	\$23.92	\$0.00
	630-2-14	CONDUIT, F&I, ABOVE GROUND	0	LF	\$22.26	\$0.00
	630-2-15	CONDUIT, F&I, BRIDGE MOUNT	0	LF	\$17.92	\$0.00
	630-2-65	CONDUIT, REMOVE, BRIDGE MOUNT	0	LF	\$5.23	\$0.00
	633-1-111	FIBER OPTIC CABLE, F&I, OVERHEAD, 2-12 FIBERS SM	0	LF	\$2.46	\$0.00
	633-1-112	FIBER OPTIC CABLE, F&I, OVERHEAD, 13-48 FIBERS SM	0	LF	\$2.61	\$0.00
	633-1-113	FIBER OPTIC CABLE, F&I, OVERHEAD, 49-96 FIBERS SM	0	LF	\$3.22	\$0.00
	633-1-114	FIBER OPTIC CABLE, F&I, OVERHEAD, 97-144 FIBERS SM	0	LF	\$3.44	\$0.00
	633-1-121	FIBER OPTIC CABLE, F&I, UNDERGROUND, 2-12 FIBERS SM	0	LF	\$2.24	\$0.00
	633-1-122	FIBER OPTIC CABLE, F&I, UNDERGROUND, 13-48 FIBERS SM	0	LF	\$2.37	\$0.00
	633-1-123	FIBER OPTIC CABLE, F&I, UNDERGROUND, 49-96 FIBERS SM	0	LF	\$2.61	\$0.00
	633-1-124	FIBER OPTIC CABLE, F&I, UNDERGROUND, 97-144 FIBERS SM	0	LF	\$3.06	\$0.00
	633-1-310	FIBER OPTIC CABLE, INSTALL, OVERHEAD (BREVARD SUPPLIED)	0	LF	\$1.65	\$0.00
	633-1-320	FIBER OPTIC CABLE, INSTALL, UNDERGROUND (BREVARD SUPPLIED)	0	LF	\$1.15	\$0.00
	633-1-410	FIBER OPTIC CABLE, RELOCATE, OVERHEAD	0	LF	\$2.45	\$0.00
	633-1-420	FIBER OPTIC CABLE, RELOCATE,	0	LF	\$2.25	\$0.00
	633-1-610	FIBER OPTIC CABLE, REMOVE, OVERHEAD	0	LF	\$1.25	\$0.00
	633-1-620	FIBER OPTIC CABLE, REMOVE,	0	LF	\$1.05	\$0.00
	633-2-31	FIBER OPTIC CONNECTION, INSTALL, SPLICE	0	EA	\$54.60	\$0.00
	633-2-32	FIBER OPTIC CONNECTION, INSTALL, TERMINATION	0	EA	\$61.50	\$0.00
	633-3-11-1	FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE ENCLOSURE UG	0	EA	\$1115.60	\$0.00
	633-3-11-2	FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE ENCLOSURE OH	0	EA	\$1192.28	\$0.00
	633-3-12	FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE TRAY	0	EA	\$51.00	\$0.00
	633-3-13	FIBER OPTIC CONNECTION HARDWARE, F&I, PRE-TERMINATED CONNECTOR ASSEMBLY	0	EA	\$23.75	\$0.00
	633-3-14	FIBER OPTIC CONNECTION HARDWARE, F&I, BUFFER TUBE FAN OUT KIT	0	EA	\$98.95	\$0.00
	633-3-15	FIBER OPTIC CONNECTION HARDWARE, F&I, PRETERMINATED PATCH PANEL	0	EA	\$575.17	\$0.00

	633-3-16-1	FIBER OPTIC CONNECTION HARDWARE, F&I, FIELD TERMINATED PATCH PANEL 12	0	EA	\$713.84	\$0.00
	633-3-16-2	FIBER OPTIC CONNECTION HARDWARE, F&I, FIELD TERMINATED PATCH PANEL 24	0	EA	\$701.38	\$0.00
	633-3-16-3	FIBER OPTIC CONNECTION HARDWARE, F&I, FIELD TERMINATED PATCH PANEL 72	0	EA	\$915.37	\$0.00
	633-3-17	FIBER OPTIC CONNECTION HARDWARE, F&I, CONNECTOR PANEL	0	EA	\$99.67	\$0.00
	633-3-51	FIBER OPTIC CONNECTION HARDWARE, ADJUST/MODIFY SPLICE ENCLOSURE	0	EA	\$258.00	\$0.00
	633-3-52	FIBER OPTIC CONNECTION HARDWARE, ADJUST/MODIFY SPLICE TRAY	0	EA	\$42.50	\$0.00
	633-3-53	FIBER OPTIC CONNECTION HARDWARE, ADJUST/MODIFY,	0	EA	\$23.75	\$0.00
	633-8-1	MULTI-CONDUCTOR COMMUNICATION CABLE, FURNISH & INSTALL	0	LF	\$5.60	\$0.00
	633-8-4	MULTI-CONDUCTOR COMMUNICATION CABLE, RELOCATE	0	LF	\$2.25	\$0.00
	633-8-5	MULTI-CONDUCTOR COMMUNICATION CABLE, ADJUST/MODIFY	0	LF	\$2.25	\$0.00
	634-	MESSENGER WIRE 1/4", F&I	0	LF	\$2.22	\$0.00
	635-2-11	PULL & SPLICE BOX, F&I, 13" x 24" COVER	0	EA	\$791.14	\$0.00
	635-2-12-1	PULL & SPLICE BOX, F&I, 24" X 36" X 24"COVER SIZE	0	EA	\$1,631.24	\$0.00
	635-2-12-2	PULL & SPLICE BOX, F&I, 24" X 36" X 36" COVER SIZE	0	EA	\$1,751.60	\$0.00
	635-2-13	PULL & SPLICE BOX, F&I, 30" X 60" RECTANGULAR OR 36" ROUND COVER SIZE	0	EA	\$2,996.29	\$0.00
	635-2-30	PULL & SPLICE BOX, INSTALL (BREVARD SUPPLIED)	0	EA	\$1,002.34	\$0.00
	635-2-40	PULL & SPLICE BOX, RELOCATE	0	EA	\$1,789.54	\$0.00
	635-2-50	PULL & SPLICE BOX, REPAIR	0	EA	\$350.00	\$0.00
	639-	ELECTRICAL SERVICE WIRE (#6 TYP.)	0	LF	\$4.92	\$0.00
	639-	ELECTRICAL SERVICE WIRE, RELOCATE	0	LF	\$1.35	\$0.00
	639-3-11	ELECTRICAL SERVICE DISCONNECT, F&I, POLE MOUNT	0	EA	\$3,359.21	\$0.00
	639-3-12	ELECTRICAL SERVICE DISCONNECT, F&I,	0	EA	\$3,045.91	\$0.00
	639-3-60	ELECTRICAL SERVICE DISCONNECT,	0	EA	\$745.00	\$0.00

	639-10	ELECTRICAL POWER SERVICE DIAGNOSIS AND MISCELLANEOUS REPAIR	0	EA	\$318.55	\$0.00
	641-2-13	PRESTRESSED CONCRETE POLE, F&I, TYPE P-	0	EA	\$6,959.51	\$0.00
	660-2-101	LOOP ASSEMBLY- F&I, TYPE A	0	AS	\$1000.00	\$0.00
	660-2-102	LOOP ASSEMBLY- F&I, TYPE B	0	AS	\$1250.00	\$0.00
	660-2-103	LOOP ASSEMBLY- F&I, TYPE C	0	AS	\$1000.00	\$0.00
	660-2-104	LOOP ASSEMBLY- F&I, TYPE D	0	AS	\$1000.00	\$0.00
	660-2-105	LOOP ASSEMBLY- F&I, TYPE E	0	AS	\$1000.00	\$0.00
	660-2-106	LOOP ASSEMBLY- F&I, TYPE F	0	AS	\$1450.00	\$0.00
	660-2-107	LOOP ASSEMBLY- F&I, TYPE G	0	AS	\$1,050.00	\$0.00
	660-2-401	LOOP ASSEMBLY, F&I, VEHICLE DETECTION LEAD IN- HOMERUN CONDUCTOR	0	LF	\$7.45	\$0.00
	660-3-31	VEHICLE DETECTION SYSTEM- MICROWAVE, INSTALL CABINET EQUIPMENT (BREVARD FURNISHED)	0	EA	\$62.55	\$0.00
	660-3-32	VEHICLE DETECTION SYSTEM- MICROWAVE, INSTALL ABOVE GROUND EQUIPMENT (BREVARD	0	EA	\$333.95	\$0.00
	660-3-42	VEHICLE DETECTION SYSTEM - MICROWAVE, RELOCATE, ABOVE GROUND EQUIPMENT	0	EA	\$1,142.37	\$0.00
	660-3-51	VEHICLE DETECTION SYSTEM- MICROWAVE, ADJUST/MODIFY, CABINET EQUIPMENT	0	EA	\$62.55	\$0.00
	660-3-52	VEHICLE DETECTION SYSTEM - MICROWAVE, ADJUST/MODIFY, ABOVE GROUND EQUIPMENT	0	EA	\$333.95	\$0.00
	660-3-60	VEHICLE DETECTION SYSTEM - MICROWAVE, REMOVE	0	EA	\$333.95	\$0.00
	660-3-90	VEHICLE DETECTION SYSTEM - MICROWAVE, DIAGNOSIS AND MISCELLANEOUS REPAIR	0	EA	\$175.67	\$0.00
	660-4-30	VEHICLE DETECTION SYSTEM- VIDEO, INSTALL BREVARD EQUIPMENT GRIDSMART 2 CAM	0	EA	\$1,738.59	\$0.00
	660-4-52	VEHICLE DETECTION SYSTEM- VIDEO, ADJUST/MODIFY ABOVE GROUND EQUIPMENT	0	EA	\$429.37	\$0.00
	660-4-60	VEHICLE DETECTION SYSTEM- VIDEO, REMOVE	0	EA	\$589.12	\$0.00
	676-2-141	ITS CABINET, FURNISH & INSTALL, BASE MOUNT WITH SUNSHIELD, 336, 24" W X 36" H X 20" D	0	EA	\$6,237.24	\$0.00
	676-2-142	ITS CABINET, FURNISH & INSTALL, BASE MOUNT WITH SUNSHIELD, 336S, 24" W X 46" H X 22" D	0	EA	\$6,956.26	\$0.00
	676-2-143	ITS CABINET, FURNISH & INSTALL, BASE MOUNT, 334, 24" W X 66" H X 30" D	0	EA	\$6,353.26	\$0.00
	676-2-300	ITS CABINET, INSTALL	0	EA	\$859.69	\$0.00
	676-2-400	ITS CABINET, RELOCATE	0	EA	\$1,654.91	\$0.00
	676-2-500	ITS CABINET- ADJUST/MODIFY	0	EA	\$951.37	\$0.00
	676-2-600	ITS CABINET- REMOVE	0	EA	\$1,200.00	\$0.00
	682-1-133	ITS CCTV CAMERA, F&I, DOME ENCLOSURE - NON-PRESSURIZED, IP, HD (BREVARD SPECIFICATION)	0	EA	\$6,129.51	\$0.00
	682-1-153	ITS CCTV CAMERA, F&I, STATIONARY, IP, HD (BREVARD SPECIFICATION)	0	EA	\$789.64	\$0.00
	682-1-300	ITS CCTV CAMERA, INSTALL (BREVARD SUPPLIED)	0	EA	\$553.87	\$0.00
	682-1-900	ITS CCTV CAMERA DIAGNOSIS AND MISCELLANEOUS REPAIR	0	EA	\$1,450.00	\$0.00
	684-1-1	MANAGED FIELD ETHERNET SWITCH, F&I (BREVARD SPECIFICATION)	0	EA	\$2,156.37	\$0.00
	684-1-3	MANAGED FIELD ETHERNET SWITCH,	0	EA	\$475.00	\$0.00
	684-1-5	MANAGED FIELD ETHERNET SWITCH, ADJUST / MODIFY	0	EA	\$325.00	\$0.00

	684-6-11	WIRELESS COMMUNICATION DEVICE, FURNISH & INSTALL ETHERNET ACCESS POINT (BREVARD SPECIFICATION)	0	EA	\$883.57	\$0.00
	684-6-30	WIRELESS COMMUNICATION DEVICE,	0	EA	\$689.64	\$0.00
	684-6-40	WIRELESS COMMUNICATION DEVICE,	0	EA	\$775.89	\$0.00
	684-6-60	WIRELESS COMMUNICATION DEVICE,	0	EA	\$359.31	\$0.00
	CT	CADD TECHNICIAN	0	HR	\$115.65	\$0.00
	TL-2	LABOR, LEVEL II TECHNICIAN	0	HR	\$84.55	\$0.00
	TL-1	LABOR, LEVEL I TECHNICIAN	0	HR	\$72.68	\$0.00
	TF	LABOR, FIBER TECHNICIAN	0	HR	\$82.74	\$0.00
	L-H	LABOR, HELPER	0	HR	\$62.55	\$0.00

Total Estimate \$0.00