

**Amendment to Fiber Restoration & Protection Agreement**

This amendment to the Fiber Restoration Agreement is entered into as of this \_\_\_\_\_ day of March, 2020 (“Amendment”) is by and between Columbus Fibernet LLC (“Seller”) and The City of Gahanna and amends that certain Fiber Restoration Agreement by and Between Contractor and Owner dated March 20<sup>th</sup>, 2009 (the “Contract”),

The parties have determined that the Contract shall be amended to extend beyond termination. The parties hereby agree as follows:

- 1. General.** Contractor and Owner intend to extend the Contract under the same base terms and conditions reflected in the Contract. The intent of the Contractor and Owner is not to replace, supersede, terminate or otherwise impact the nature of any transaction already set forth in the Contract or any amendment to the Contract. The intent of the parties is to set forth the terms of an extension under the same terms and conditions as set forth in the Contract.
  
- 2. Amendments.** Subject to Section 1 set forth above, the Contract is hereby amended to provide the following:
  - a.** Section 2. of the Contract is amended to extend an additional three (3) years beyond the original termination date. The parties may agree to extend thereafter two one-year terms by mutual written agreement of the parties.
  - b.** Addendum 1: Fiber Management, of the Contract is amended to include service 6 set forth in Addendum 1-1.
  - c.** Appendix B: Schedule of Prices, of the Contract is amended to update price per units and hourly rates set forth in Appendix B-1.
  - d.** Appendix C: Contacts, Escalations, and Procedures of the Contract is amended to update Contractor Personnel set forth in Appendix C-1.
  - e.** Appendix D: Equipment & Support Center Location of the Contract is amended to include additional material items set forth in Appendix D-1. Additional materials shall be transacted through individual work order(s) between Contractor and Owner.
  - f.** The terms of this Amendment shall only apply to the transaction set forth in this Amendment and shall have no effect on the transaction set forth in the original Contract or any other amendment to the Contract.
  
- 3.** Except as provided in this Amendment, no other provision of the Contracts shall be affected by this Amendment. This Amendment shall be governed by the laws of the State of Ohio.

The parties have executed this Amendment on the date set forth in the first paragraph.

Columbus FiberNet, LLC

City of Gahanna

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Matt Blackstone

Name: \_\_\_\_\_

Its: Operations Manager

Its: \_\_\_\_\_

**APPENDIX B-1**

**1 of 2**

**SCHEDULE OF PRICES**

1) **Utility Locating Services**

Provides: Utility Locating, within 48 hours of receipt  
Coordination/Communication with entities performing excavation  
work in a location near existing facilities

Price per unit:

\$3.00 per ticket received, for ticket screening

\$45.00 per field locate (up to 1000', after which an additional \$45 will be charged  
for every 1000' thereafter)

2) **Emergency Restoration Services**

Provides: Four (4) Hour Response  
Twenty-Four (24) Hours/Day coverage  
Three Hundred Sixty-Five (365) Days/Year coverage

Provides all products, materials, labor, and test sets required to perform temporary  
restoration of Owner's fiber network.

Owner will reimburse Columbus FiberNet for any inventory of fiber cable used in a  
fiber restoration response.

Annual Retainage Fee: One Thousand Five Hundred Dollars and No Cents  
(US\$1,500.00) per year

Additional Expenses Incurred per Call out:

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**APPENDIX B-1**  
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**SCHEDULE OF PRICES**

All product and material costs required to restock materials set aside for future use.

<b><u>Labor Rates</u></b>	<b><u>Hourly Rates</u></b>	<b><u>OT Rates</u></b>
Project Manager	\$125.00	\$187.50
Professional Engineer	\$125.00	\$187.50
Right of Way Agent	\$78.50	\$117.00
Supervisor	\$66.41	\$66.41
Foreman	\$48.36	\$71.04
Operator	\$42.06	\$65.59
Truck Driver	\$38.25	\$58.25
Laborer	\$32.75	\$46.75
Splicer	\$53.25	\$79.88
<b><u>Equipment Rates</u></b>	<b><u>Hourly Rates</u></b>	
Pick Up	\$16.00	N/A
1-Ton	\$23.00	N/A
2-ton	\$29.00	N/A
Trailer	\$15.15	N/A
Rubber Tire Hoe	\$36.20	N/A
Hand Rodder	\$5.00	N/A
Winch Truck	\$26.72	N/A
A/C	\$16.83	N/A
Light Plant	\$18.92	N/A
Arrow Board	\$11.06	N/A
2" water pump	\$9.00	N/A
Generator	\$9.00	N/A
Cable Cart	\$9.54	N/A
MH Package	\$25.50	N/A
Splicing Package	\$42.50	N/A

**\*\*All Labor Rates are based on Non-Prevailing Wage\*\***

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**APPENDIX C-1**

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**CONTACTS, ESCALATIONS, AND PROCEDURES**

Owner's Single Point of Contact for Emergency Restoration Service will be D. Grant Crawford at 614-256-4194, it's Director of Public Service and Engineering. For the duration of an emergency restoration, Owner will be updated at least once an hour with progress reports.

Contractor personnel on site will provide assistance as needed; however, the following escalation list is provided should further assistance be needed:

<b>Name</b>	<b>Title</b>	<b>Cell Phone</b>
Matt Blackstone	Operations Manager – CFN	614-395-9701
Nick Homberger	Construction Supervisor – Fishel	614-207-8266
Josh Shaw	Construction Area Manager – Fishel	937-402-9507
Casey Waddell	Splicing Supervisor – Fishel	614-648-6951
Chad Medley	Splicing Area Manager – Fishel	614-207-8522

Owner will have the option to require one test of the Emergency Restoration Service annually. The purpose of these tests is to insure that all personnel and material required for the Emergency Restoration Service are able to respond should a real emergency occur. Owner will pay the time and charges per the schedule in Appendix B-1 for these tests.

Contractor's Single Point of Contact for Emergency Operations will be General Manager – CFN. For the duration of any emergency restoration, Contractor will update Owner once per hour with progress reports.

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**APPENDIX D-1**

**1 of 1**

**EQUIPMENT & SUPPORT CENTER LOCATION**

Contractor will maintain the following inventory of materials and supplies for the sole purpose of providing emergency restoration services:

<u>Item</u>	<u>Quantity</u>
144 Count, Single Mode Fiber	5000'
288 Count, Single Mode Fiber	2000'
Fiber optic splice closure	2
Splice tray	24
Fusion splice sleeves	1,000

In addition, Contractor will make available the following tools and equipment for immediate deployment:

<u>Item</u>	<u>Quantity</u>
Single mode fusion splicer	1
OTDR	1
Stocked tool kits	ea. Technician
Communication sets	2
Portable generator	1
Manhole pump & blower	1
Splicing van/trailer	1
Safety & Traffic control equipment	ea. vehicle

All equipment and supplies will be located at The Fishel Company yard located at 1600 Walcutt Road, Columbus, Ohio 43228.

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**ADDENDUM 1-1 TO FIBER RESORATION AGREEMENT**

**1 of 1**

**Fiber Management**

**Fiber Management.**

Contractor and/or one of its affiliates will utilize OSP Insight (OSPM8.0) software to manage the Owner's fiber asset installed in the City of Gahanna's optical fiber and duct system (hereinafter referred to as "City's system"). The initial upload of the City's system inventory will include all duct and/or fiber installed/owned, all slack loop locations, all fiber splice locations, all fiber counts, all fiber footage, all fiber usage and ownership. This documentation will be both graphic and report in form, as per the software named above.

Standard reports such as cable span analysis and Network Statistics will be issued on any activity, to assist the City in prudent use of it's asset. Optical performance Reports on each fiber installed will be produced initially and upon any future fiber splice activity.

Contractor and/or one of its affiliates will, after the initial inventory:

1. Maintain all records of the Gahanna Fiber.
2. Assist the City in any fiber negotiation questions.
3. Produce Route Schematic Documentation of proposed and completed sales, leases, or IRU's.
4. Maintain Splice Schematic diagrams for routine access and emergency restoration.
5. Produce reports as needed.
6. Attend a weekly fiber meeting for 1 hour

Contractor and/or one of its affiliates will maintain and pay all software and license fees, including annual software updates and maintenance fees. After the first year from the execution of this Addendum 1-1, the annual fee includes up to 200 hours of engineer's time to keep the City's system inventory current as per paragraph one above and for any additional information that may be required. Any time spent above the 200 hours will be billed as indicated in appendix B-1. (For ease of administration, the labor rate will be "Right of way agent").

**Schedule of Fees:**

Annual Fee for year 1-3 - \$29,000/yr

Annual Fee for years 4-5 - \$29,900/yr

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**END**