

**FIRST AMENDMENT TO AGREEMENT TO PROVIDE AERIAL FIBER INSTALLATION SERVICES -
ONGOING**

THIS FIRST AMENDMENT TO AGREEMENT TO PROVIDE AERIAL FIBER INSTALLATION SERVICES - ONGOING ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **SERVICE AND TECHNOLOGY NETWORK SOLUTIONS, INC.**, a for-profit corporation duly organized and authorized to do business in the State of Florida (EIN: 20-2532775) ("Vendor").

WHEREAS, on November 23, 2020, City and Vendor entered into an Agreement to Provide Aerial Fiber Installation Services – Ongoing (the "Original Agreement"), City of Ocala Contract Number: OFN/200700; and

WHEREAS, after the Original Agreement was fully executed by the parties, it was discovered that the documents attached thereto as Exhibit A – Scope of Work and Exhibit B – Price Proposal were incorrect;

WHEREAS, City and Contractor now desire to enter into this First Amendment solely for the purpose of attaching and incorporating the proper Exhibit A and Exhibit B to the Original Agreement.

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Vendor agree as follows:

1. **RECITALS.** City and Vendor hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Vendor is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect except for those terms and conditions expressly amended by this First Amendment.
3. **AMENDMENT TO EXHIBIT A – SCOPE OF WORK.** The document attached to the Original Agreement as Exhibit A – Scope of Work is hereby deleted and replaced, in its entirety, with the document attached to this First Amendment as **Correct Exhibit A – Scope of Work**.
4. **AMENDMENT TO EXHIBIT B – PRICE PROPOSAL.** The document attached to the Original Agreement as Exhibit B – Price Proposal is hereby deleted and replaced, in its entirety, with the document attached to this First Amendment as **Correct Exhibit B – Price Proposal**.

5. **NOTICES.** All notices, certifications or communications required by this First Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Vendor:

Service and Technology Network Solutions, Inc.
Attention: David Perdue
9288 SW 38th Avenue
Ocala, Florida 34474
Phone: 352-274-6689
E-mail: dperdue1959@yahoo.com

If to City of Ocala:

Tiffany L. Kimball, Contracting Officer
City of Ocala, City Hall
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
PH: 352-629-8366
FAX: 352-690-2025
E-mail: tkimball@ocalafl.org

Copy to:

Robert W. Batsel, Jr., Esquire
Gilligan, Gooding, Franjola & Batsel, P.A.
1531 SE 36th Avenue
Ocala, Florida 34471
PH: 352-867-7707
FAX: 352-867-0237
E-mail: rbatsel@ocalalaw.com

6. **EFFECT OF AGREEMENT.** In the event of any inconsistency between this First Amendment and a prior version of the Original Agreement, this First Amendment shall govern. Except as expressly set forth herein, the Original Agreement shall remain in full force and effect and is not amended or modified.
7. **COUNTERPARTS.** This First Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

8. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this First Amendment. Further, a duplicate or copy of the First Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original First Amendment for all purposes.
9. **LEGAL AUTHORITY.** Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment.

IN WITNESS WHEREOF, the parties have executed this First Amendment on 08 / 24 / 2021.

ATTEST:

CITY OF OCALA



Angel B. Jacobs
City Clerk



William Kauffman
Assistant City Manager

Approved as to form and legality:

**SERVICE AND TECHNOLOGY NETWORK
SOLUTIONS, INC.**



Robert W. Batsel, Jr.
City Attorney



Signature

Reed Nelson

Printed Name

Associate Director of Operations

Title

Exhibit A – Scope of Work

Contractor will install All-Dielectric Self-Supporting (ADSS) fiber (both trunk and service fiber optic cables) and underground pole risers/U-Guard, to include pedestals and attachments for the service connections, and determine location-of-service point connection to ensure the correct length of fiber. When U-guard and enclosure are existing, Contractor is required to install cable inside U-guard and enclosure.

A portion of this work will be performed at locations that are inaccessible to bucket trucks, therefore, Contractor's personnel shall be capable of climbing poles. The City is seeking independent crews to work throughout the Ocala Fiber Network (OFN) service territory. The City may request more crews if funding/work is warranted. The City is a transmission owner; consequently, lowering some splice boxes may require working near the power zone.

City Project Manager and Contact Information for Contractor

All work shall be coordinated through City Project Manager William Weakland, (352) 401-3999, E-Mail: wweakland@ocalafl.org.

Vendor must provide a valid telephone number and address to the City Project Manager. The phone must be answered during normal working hours, or voicemail must be available to leave a message.

Code Requirements

The Contractor shall observe ALL the following:

- Occupational Safety and Health Code (latest edition)
- Applicable power and telephone pole attachment agreements
- Applicable City, County and State ordinances
- National Electric Safety Code (latest edition)
- National Electric Code (latest edition)
- Manufacturers specifications
- Call for 811 locates on all underground work performed
- The employees of the Contractor shall wear suitable work uniforms as defined by OSHA (hard hats, flame retardant shirts, bucket harnesses, etc.) and meeting Manual on Uniform Traffic Control Devices (MUTCD) and National Electrical Safety Code (NESC) requirements, and thoroughly follow City safety policy (policy is available upon request)

Exhibit A – Scope of Work

as indicated for work conducted near an energized work environment, and be as clean and in as good appearance as the job conditions permit.

Contractor Responsibilities

- Contractor will be required to mark-up distributed drawings upon completion as a set of "as-built" drawings for documentation postings.
- Contractor will be required to contact the City project manager on a weekly basis to discuss the upcoming projects.
- Contractor is required to report any damages immediately to the City Project Manager and must provide pictures of damage before and after repair. Contractor must repair all damages at no additional cost to the City.
- OFN reserves the right to make any necessary repairs and charge the Contractor for unresolved damages within five (5) days of notification.

Equipment

The Contractor shall be responsible for providing the following equipment:

- "Crew" makeup description (One (1) 2-man crew)
- One (1) 40' minimum (working height) bucket trucks with insulated buckets
- Hand tools: Contractor is responsible for providing all tools required to perform the work. This would include, but is not limited to:
 - a. Concrete saw – sidewalks, capstan hoist, blocks, and shovel
 - b. Stranding and lashing equipment
 - c. Required safety and traffic control equipment as required by FDOT for maintenance of traffic (MOT)
 - d. Basic tree trimming equipment (chainsaw, pole saw, bow saw)
 - e. One (1) reel wire trailer capable of 84" reel (as required, one [1] trailer per crew will be adequate)
 - f. Jackhammer (as required)
 - g. Backyard pole machine (EZ Hauler or equal).
- Contractor's vehicles must have the company and OFN logo visible on the outside of each vehicle. OFN logo must be removed during non-working hours. All workers must wear a company shirt or name badge with the company name.

Exhibit A – Scope of Work**Labor**

All crews must include at least:

- One (1) working foreman*
- One (1) linemen (equivalent)

*The City is a customer service-oriented utility. A working foreman must be able to interface with the general public, co-workers, and City personnel in a professional manner always. The foreman will also help coordinate work and obtain clearances when necessary.

Project Timeline

- All work must be completed per Notification to Proceed (NTP). The number of days to complete a work order will be agreed upon between the Contractor and OFN in writing and will be noted on the NTP. Failure to complete a job in the stated time will result in a default notice being issued.
- For Emergency work, the Contractor must have available staff on site and prepared to begin work within 2 hours of notification (this includes storm related emergencies). If emergency work is not completed or staff is not on site by Contract timelines, the Contract will be considered in default.
- Contractor must be able to mobilize any projects within ten (10) days of Notification to Proceed (NTP).

Contract Duration

The term of any resulting Contract will be for an initial eight (8) construction work week trial period. Upon successful completion of this trial period, a Contract with a term of two years, with two (2), one-year renewal options may be entered into (upon mutual written agreement of the City and Contractor). The City reserves the sole right to cancel this project any time after the eight (8) construction work weeks performed by the Contractor. All approved work performed up to date of written cancellation shall be paid to Contractor. The City also reserves the right to cancel this project should there be an unresolved discrepancy regarding quality, quantity of work, or funding issues. In addition, this Contract shall allow the City to request additional crews upon reasonable notice to Contractor.

Exhibit A – Scope of Work

Technical Specifications

- Poles may be located in areas inaccessible by vehicles.
- The Contractor will be responsible for relocating Ocala Fiber Network (OFN) ADSS fiber optic communication lines. This may require pulling in fiber from storage on other structures.
- The Contractor must notify Ocala Fiber Network prior to any customer interruption of internet service that takes place as a result of Contractor's work.

Invoicing

Invoices must include item #, description, unit of measure, quantity, unit cost, and extended cost. An inspection will be made by the City project manager before payment is processed.

Exhibit B - Price Proposal			
Service and Technology Network Solutions, Inc			
Item #	Description	UOM	Unit Cost
1	Install ADSS fiber cable from 4 to 12 count flat	LF	\$0.95
2	Install ADSS fiber cable 24 count (no link extensions)	LF	\$0.95
3	Install ADSS fiber cable from 48 to 288 count	LF	\$1.30
4	Install ADSS fiber cable service drop	EA	\$125.00
5	Install U-guards per pole	EA	\$65.00
6	Wreck out aerial cable	LF	\$0.70
7	Install down guy	EA	\$75.00
8	Install strand and lash fiber cable	LF	\$1.10
9	Miscellaneous hourly labor	HR	\$85.00
10	Install vault or pedestal	EA	\$75.00
11	Install 6"dia X 67" guy anchor (labor only)	EA	\$45.00

TITLE	FOR SIGNATURE - First Amendment - Agreement to Provide...
FILE NAME	FOR SIGNATURES - ... (OFN-200700).pdf
DOCUMENT ID	711e801ab23726183add1ab61ead10a8db9b085
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History



SENT

08 / 17 / 2021

18:48:39 UTC-4

Sent for signature to Robert W. Batsel, Jr. (rbatsel@ocalalaw.com), Service and Technology Network Solutions, Inc. (rvnelson1@outlook.com), Bill Kauffman (wkauffman@ocalafl.org) and Angel B. Jacobs (ajacobs@ocalafl.org) from drobinson@ocalafl.org
IP: 216.255.240.104



VIEWED

08 / 19 / 2021

15:37:19 UTC-4

Viewed by Robert W. Batsel, Jr. (rbatsel@ocalalaw.com)
IP: 216.255.247.51



SIGNED

08 / 19 / 2021

15:39:56 UTC-4

Signed by Robert W. Batsel, Jr. (rbatsel@ocalalaw.com)
IP: 216.255.247.51



VIEWED

08 / 20 / 2021

15:25:34 UTC-4

Viewed by Service and Technology Network Solutions, Inc. (rvnelson1@outlook.com)
IP: 67.233.159.208

TITLE	FOR SIGNATURE - First Amendment - Agreement to Provide...
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08 / 23 / 2021
14:26:40 UTC-4

Signed by Service and Technology Network Solutions, Inc.
(rvnelson1@outlook.com)
IP: 67.233.159.208



08 / 24 / 2021
06:56:48 UTC-4

Viewed by Bill Kauffman (wkauffman@ocalafl.org)
IP: 216.255.240.104



08 / 24 / 2021
06:57:02 UTC-4

Signed by Bill Kauffman (wkauffman@ocalafl.org)
IP: 216.255.240.104



08 / 24 / 2021
08:55:05 UTC-4

Viewed by Angel B. Jacobs (ajacobs@ocalafl.org)
IP: 216.255.240.104



08 / 24 / 2021
08:55:14 UTC-4

Signed by Angel B. Jacobs (ajacobs@ocalafl.org)
IP: 216.255.240.104



08 / 24 / 2021
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The document has been completed.