



City of Columbus

Legislation Report

Office of City Clerk
90 West Broad Street
Columbus OH 43215-9015
columbuscitycouncil.org

File Number: 1441-2019

Emergency

File ID: 1441-2019

Type: Ordinance

Status: Council Office for
Signature

Version: 1

***Committee:** Technology Committee

File Name: The Department of Technology services, to renew a contract agreement with The Fishel Company, for maintenance and restoration services in support of the City's fiber optic infrastructure; and the extension of PO127503, to allow use of any remaining funds

File Created: 05/17/2019

Final Action:

Auditor Cert #: ACPO004342

Auditor: When assigned an Auditor Certificate Number I , the City Auditor, hereby certify that there is in the treasury, or anticipate to come into the treasury, and not appropriated for any other purpose, the amount of money specified hereon, to pay the within Ordinance.

Contact Name/No.: G. Akrobettoe:724-1279|S. Gussler:645-5890|B. Angel:645-5740| R. Varghese:645-2270|

Floor Action (Clerk's Office Only)

Mayor's Action

Council Action

Mayor

Date

Date Passed/ Adopted

President of Council

Veto

Date

City Clerk

Title: To authorize the Director of the Department of Technology to renew a contract with The Fishel Company for maintenance and restoration services in support of the City's fiber optic infrastructure; to authorize the extension of existing purchase order PO127503 for a period of one year, to allow for the use of any remaining funds to continue with the services provided; to authorize the expenditure of \$315,833.68 from the Department of Technology, Information Services Division, Information Service Operating Fund; and to declare an emergency. (\$315,833.68)

Sponsors:

Attachments: 1441-2019 EXP, 1441-2019 Fiber maint and restoration services specifications, 1441-2019 Fiber restoration maintenance services schedule - item description

History of Legislative File

Ver.	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Columbus City Council	06/10/2019	Approved				Pass

ODI: Following the review and approval, when required, the Office of Diversity and Inclusion certifies compliance with Title 39 as of date listed.

City Attorney: Following review and approval, when required, this ordinance has been reviewed by the City Attorney's Office as to its form and legality only.

Explanation

BACKGROUND:

This ordinance authorizes the Director of the Department of Technology to renew contract with The Fishel Company for maintenance and restoration services in support of the City's fiber optic infrastructure, in the amount of \$315,833.68. The coverage term period will be for one (1) year with the term period beginning May 22, 2019 through May 21, 2020. The contract will provide for all labor, equipment, and materials needed to ensure reliable operation of the City's fiber network. The original contract agreement was authorized by Ord. No. 1282-2017, passed on June 5, 2017 through purchase order PO068822 (RFQ004871 solicitation/project number 47-03302017) for the provision of all labor, equipment, and materials needed to ensure reliable operation of the City's fiber network. The original contract included options to renew for two (2) additional one (1) year terms, subject to mutual agreement and approval of proper City authorities. The contract was most recently renewed via ordinance 0424-2018 passed April 09, 2018 establishing purchase order (PO127503). This ordinance represents the second of the two (2) allowable renewals; year three (3) of a 3 year contract.

This ordinance also authorizes the extension of existing purchase order PO127503, with The Fishel Company to allow for the use of any remaining funds, for a period of one year through May 21, 2020.

The City owns approximately 500 miles of fiber optic cabling in various strand count quantities throughout the City with an additional 100 miles going into service September of 2018. Services are needed to regularly inspect and maintain these assets and provide emergency restoration in the event of unforeseen damage to the fiber network.

The 2016 State of Ohio mandate requiring participation in the Ohio Utilities Protection Service (OUPS) has increased the City's expenditures related to cable locate ticket screening and the corresponding cable locate ticket marking of our fiber assets. The quantity of these tickets fluctuate depending on the construction activities throughout our fiber service area and our expanding fiber footprint.

EMERGENCY:

Emergency designation is being requested for this renewal to continue with services that are necessary to support daily operation activities and to ensure no service interruption.

CONTRACT COMPLIANCE:

Vendor Name: The Fishel Company

C.C. #: 31-4560115;

Expiration Date:

04/04/2021

DAX Vendor Account #: 006049

FISCAL IMPACT:

In years 2017 and 2018, the Department of Technology legislated \$315,833.68 and \$357,833.68, respectively, under this contract with The Fishel Company for maintenance and restoration services in support of the City's fiber optic infrastructure. Total funding being requested in this ordinance for year 3

(2019/2020) of the contract is in the amount of \$315,833.68. The Department of Technology, Information Services Division, Information Services Operating Fund has budgeted funds for this service contract. Including this renewal, the aggregate total contract amount is \$989,501.04.

Title

To authorize the Director of the Department of Technology to renew a contract with The Fishel Company for maintenance and restoration services in support of the City's fiber optic infrastructure; to authorize the extension of existing purchase order PO127503 for a period of one year, to allow for the use of any remaining funds to continue with the services provided; to authorize the expenditure of \$315,833.68 from the Department of Technology, Information Services Division, Information Service Operating Fund; and to declare an emergency. (\$315,833.68)

Body

WHEREAS, the City owns approximately 500 miles of fiber optic cabling in various strand count quantities throughout the City and services are needed to regularly inspect and maintain these assets, and provide emergency restoration in the event of unforeseen damage to the fiber network; and

WHEREAS, the original contract agreement was authorized by Ord. No. 1282-2017, passed on June 5, 2017 through purchase order PO068822 (RFQ004871 solicitation/project number 47-03302017) for the provision of all labor, equipment, and materials needed to ensure reliable operation of the City's fiber network, and the original contract agreement included options to renew for two (2) additional one (1) year terms, subject to mutual agreement and approval of proper City authorities; and

WHEREAS, the first of the two renewal options (year 2 of a 3 year contract) was authorized by ordinance 0424-2018 passed April 09, 2018 establishing purchase order (PO127503); and

WHEREAS, this ordinance authorizes the Director of the Department of Technology to renew a contract with The Fishel Company for maintenance and restoration services in support of the City's fiber optic infrastructure, in the amount of \$315,833.68. The coverage term period will be for one (1) year with the term period beginning May 22, 2018 through May 21, 2019. This ordinance represents the second of the two (2) allowable renewals; final year of a three year contract; and

WHEREAS, this ordinance also authorizes the extension of existing purchase order PO127503 (established with passage of ordinance 0424-2018) with The Fishel Company, to allow for the use of any remaining funds for a period of one year to continue with the maintenance and restoration services in support of the City's fiber optic infrastructure; and

WHEREAS, the total amount of funding being requested in this ordinance is \$315,833.68; and

WHEREAS, the 2016 State of Ohio mandate requiring participation in the Ohio Utilities Protection Service (OUPS) has increased the City's expenditures related to cable locate ticket screening and the corresponding cable locate ticket marking of our fiber assets causing the quantity of these tickets to fluctuate depending on the construction activities throughout our fiber service area; and

WHEREAS, an emergency exists in the usual daily operation of the Department of Technology in that it

is immediately necessary to authorize the Director of Technology to renew a contract, with The Fishel Company and to authorize the extension of existing purchase order PO127503 for a period of one year to continue with services that are necessary to support daily operation activities and to ensure no service interruption on the city's fiber optic network, thereby preserving the public health, peace, property, safety and welfare; now, therefore:

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBUS:

SECTION 1. That the Director of the Department of Technology, be and is hereby authorized to renew a contract with The Fishel Company for maintenance and restoration services in support of the City's fiber optic infrastructure in the amount of \$315,833.68. The coverage term period will be for one year with the term period beginning May 22, 2019 through May 21, 2020. This ordinance represents the second of two (2) allowable renewals; final year of a three year contract.

SECTION 2. That the extension of PO127503 for a period of one year ending May 21, 2020 is hereby authorized to allow for the use of any remaining funds needed to continue and complete maintenance and restoration services in support of the City's fiber optic infrastructure.

SECTION 3. That the expenditure of \$315,833.68 or so much thereof as may be necessary is hereby authorized to be expended from the Department of Technology, Information Services Division, Information Services Operating Fund per the accounting codes on the financial coding sheet attachment to this ordinance: **(please see attachment 1441-2019 EXP)**

Department: 47 | Division: 47-02 | Object Class: 03 | Main Account: 63050 | Fund: 5100 | Subfund: 510001
| Program: IT015 | Section 3: 470201 | Section 4: IT01 | Section 5: IT0103 | Amount: \$315,833.68

SECTION 4. That the City Auditor is authorized to make any accounting changes to revise the funding source for all contracts or contract modifications associated with this ordinance.

SECTION 5. That the funds necessary to carry out the purpose of this ordinance are hereby deemed appropriated, and the City Auditor shall establish such accounting codes as necessary.

SECTION 6. That for the reasons stated in the preamble hereto, which is hereby made a part hereof, this ordinance is hereby declared to be an emergency measure and shall take effect and be in force from and after its passage and approval by the Mayor, or ten days after passage if the Mayor neither approves nor vetoes the same.

CONTRACT MODIFICATION FOR SERVICES OVER \$50,000

ANY ALTERATIONS OF CONTRACT LANGUAGE WILL RESULT IN REVOCATION OF CITY ATTORNEY APPROVAL.

This Contract modification for maintenance and restoration services is entered into by and between The Fishel Company (herein referred to as "Contractor"), and the City of Columbus, Department of Technology (herein referred to as "City").

WITNESSETH

WHEREAS, the City has a need for maintenance and restoration services; and

WHEREAS, the Department of Technology procured these services through the publication of RFQ004871 , which opened on March 20th, 2017 at 11:00 a.m.

WHEREAS, the original contract, authorized by Ordinance Number 1282-2017, passed on June 5th , 2017, and authorized the expenditure of \$315,833.68 for maintenance and restoration services in support of the City's fiber optic infrastructure.; and

WHEREAS, ordinance 1282-2017 authorized a one-year contract with options to renew for two (2) additional one-year terms; and

WHEREAS, Ordinance 0424-2018, passed on April 9th, 2018 authorized the first of two optional one-year renewals, and authorized the expenditure of \$357,833.68 to continue maintenance and restoration services in support of the City's fiber optic infrastructure; and

WHEREAS, Ordinance Number 1441-2019, passed June 10th, 2019, authorized the second and final of two optional one-year renewals, and authorized the expenditure of \$315,833.68 to continue maintenance and restoration services in support of the City's fiber optic infrastructure; and

WHEREAS, the Contractor has the necessary experience and expertise to provide said services; and

WHEREAS, this Contract modification is authorized by Ordinance No. 1441-2019, passed by Columbus City Council on June 10th, 2019; and

NOW, THEREFORE, in consideration of the mutual promises as hereinafter set forth, the parties agree as follows:

ENTIRE AGREEMENT

This Contract modification sets forth the entire agreement between the parties with respect to the subject matter hereof. Understandings, agreements, representations, or warranties not contained in this Contract, or as written amendment hereto, shall not be binding on either party. Except as provided herein, no alteration of any terms, conditions, delivery, price, quality, or specifications of this Contract shall be binding on either party without the written consent of both parties. This Contract is subject to the Ohio Public Records Act.

1. Contract Term

The term of this Contract modification shall be from May 22, 2019 through May 21, 2020.

2. Maximum Obligation

The maximum amount to be paid under any purchase order associated with this Contract modification shall not exceed **\$315,833.68** unless additional funds are appropriated and authorized.

3. **Pricing and Scope of Services**

The Contractor agrees to perform and invoice the Scope of Services as set forth **ON ATTACHED EXHIBIT A*** and as contained in the bid specifications, which are expressly incorporated herein.

Contract is NOT valid if the Scope of Services is NOT attached.

No other costs, rates, or fees shall be payable to the Contractor for services performed hereunder. The terms and conditions specified in this Contract constitute the entire contract governing the purchase of services by the City from the Contractor, and shall supersede any terms and conditions which may accompany Contractor's invoice/bid/estimate. Any and all verbal representations are superseded by this Contract. The terms of this Contract shall prevail over any conflicting or deficient terms or conditions listed in any attachments from Contractor.

4. **Equal Opportunity Clause**

Contractor agrees to abide by all of the terms, conditions and requirements set forth in Columbus City Code Section 3906.02, Equal Opportunity Clause. Failure or refusal of a Contractor or Subcontractor to comply with the provisions of Title 39 may result in cancellation of this Contract.

5. **Taxes**

Federal or State taxes are not to be included on invoices for the described services. Contractor will be provided an exemption certificate, if needed.

6. **City's Contract Administrator/Contract Administration**

Robert D. George and Ronny D. Varghese will manage the Contract on behalf of the City and will be the principal points of contact for the City concerning the Contractor's performance under this Contract. Any notice or demand or other communication required or permitted to be given under this Contract or applicable law shall only be effective if it is in writing, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Services as first-class certified mail, postage prepaid and return receipt requested, to the parties at the following addresses:

Robert D. George (ph# 614-645-7756)
RDGeorge@columbus.gov
Ronny D. Varghese (ph# 614-645-2270)
RDVarghese@columbus.gov
City of Columbus, Department of Technology
1111 East Broad Street
Columbus, OH 43205-1303

Tina Watkins
1366 Dublin Rd.
Columbus, OH 43215
(614) 850-4400
tlwatkins@tcamfishel.com

7. **Contractor as an Independent Contractor**

The Contractor shall be and shall remain an Independent Contractor with respect to all services performed hereunder and neither Contractor nor its employees shall be considered "public employees" for purposes of OPERS membership. Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for Social Security, unemployment insurance or old age retirement benefits, pensions or annuities now or hereafter imposed under any state or federal law which are measured by the wages, salaries or other remunerations paid to the Contractor or persons employed by the Contractor for work performed under the terms of this Agreement and

further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now, or hereafter may be, issued or promulgated under said respective laws.

Individuals utilizing a personal social security number for tax identification purposes and business entities with four (4) or fewer employees must complete and submit, as Exhibit D, the OPERS independent contractor acknowledgment form. THIS FORM CAN BE FOUND AT WWW.OPERS.ORG

8. **Applicable Law, Remedies**

This Agreement shall be governed in accordance with the laws of the State of Ohio and the ordinances, statutes and provisions of the Columbus City Code and Charter; specifically including, but not limited to Charter Sections 159 and 161. All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the Contractor arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio.

9. **Payment/Invoice Submittal**

Fees shall be paid for services rendered following: (1) the City's receipt of a correct invoice, which designates the specific applicable charges, and (2) issuance of a certified purchase order. The City will not be subject to any late payment charges. Rates shall be firm during the term of this Contract. The City will process correctly documented invoices for payment and Contractor should receive payment for such invoice within thirty (30) days from receipt and approval by the City.

Invoices: All invoices shall be submitted to the address listed on the Purchase Order.

10. **Modifications**

No modification, amendment, alteration, addition or waiver of any section or condition of this Contract shall be effective or binding unless it is in writing and signed by an authorized representative of the City and the Contractor and approved by the appropriate City authorities.

11. **Contract Termination**

If either the City or the Contractor violates any material term or condition of this Contract or fails to fulfill in a timely and proper manner its obligations under this Contract, then the aggrieved party shall give the other party (the "responsible party") written notice of such failure or violation. The responsible party will correct the violation or failure within thirty (30) calendar days or as otherwise mutually agreed. If the failure or violation is not corrected, this Contract may be terminated immediately by written notice from the aggrieved party. The option to terminate shall be at the sole discretion of the aggrieved party.

When it is in the best interest of the City, the City may terminate this Contract, in whole or in part by providing seven (7) calendar days written notice to the Contractor prior to the effective date of termination. If this Contract is so terminated, the City is liable only for payments required by the terms of this Contract for services received and accepted by the City.

12. **Nonexclusive Remedies**

The remedies provided for in this Contract shall not be exclusive but are in addition to all other remedies available under the law.

13. **Survivorship**

All services executed pursuant to the authority of this Contract shall be bound by all of the terms, conditions, prices discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Contract, or any extension thereof. Further, the terms, conditions, and warranties contained in

this Contract that by their sense in context are intended to survive this completion of the performance, cancellation or termination of this Contract, shall so survive.

14. **Save Harmless/Indemnification**

Contractor shall protect, indemnify and save the City harmless from and against any damage, cost, or liability, including reasonable attorneys' fees, resulting from claims for any or all injuries to persons or damage to property arising from intentional, willful or negligent acts or omissions of Contractor, its officers, employees, agents, or Subcontractors.

UNDER NO CIRCUMSTANCES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL CONTRACTOR, IT AFFILIATES OR ITS OR THEIR SUPPLIERS, SUBCONTRACTORS OR AGENTS BE LIABLE FOR: ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, BUSINESS, REVENUES OR SAVINGS, AND LOSS, DAMAGE OR CORRUPTION OF DATA OR SOFTWARE, EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE, IN EACH CASE, AND WHETHER A CLAIM FOR ANY SUCH LIABILITY IS PREMISED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY, IN THE EVENT OF ANY LIABILITY INCURRED BY CONTRACTOR OR ANY OF ITS AFFILIATES HEREUNDER, THE ENTIRE LIABILITY OF CONTRACTOR AND IT AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE DOLLAR AMOUNT PAID BY CITY FOR THE SERVICE(S) GIVING RISE TO THE CLAIM.

15. **Severability**

If any term or condition of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions for the Contract are declared severable.

16. **Assignment**

This Contract may not be assigned or otherwise transferred to others by the Contractor without the prior written consent of the City. If this Contract is so assigned, it shall inure to the benefit of and be binding upon any respective successors and assigns (including successive, as well as immediate, successors and assignees) of the Contractor.

17. **Authority to Bind**

The signatories to this Contract represent that they have the authority to bind themselves and their respective organizations to this Contract.

18. **Worker's Compensation**

The Contractor shall comply with all Workers' Compensation laws of the State of Ohio. **Proof of coverage shall be attached to this Contract AS EXHIBIT B.**

19. **Insurance**

Contractor shall carry at least the minimum amounts listed below of Commercial Liability Insurance (Bodily Injury and Property Damage) naming the City as an additional insured. **Contractor must attach a copy of the Certificate of Insurance to this Contract AS EXHIBIT C:**

Bodily Injury Liability:

Each Person \$500,000
 Each Accident \$1,000,000

Property Damage Liability:

Each Accident \$500,000
 All Accidents \$1,000,000

20. Campaign Contributions

Contractor hereby certifies the following: that it is familiar with Ohio Revised Code ("O.R.C.") Section 3517.13; that it is in full compliance with Divisions (I) and (J) of that Section; that it is eligible for this contract under the law and will remain in compliance with O.R.C. Section 3517.13 for the duration of this contract and for one year thereafter.

21. City Income Taxes

Contractor hereby further agrees to withhold and pay all city income taxes due or payable under the provisions of Chapter 362, Columbus City Codes, for wages, salaries and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold and pay any such city income taxes due under said chapter for services performed under this Contract. If it has been determined by the Columbus Income Tax Division that Contractor, or any of its subcontractors, owes city income taxes, the Contractor agrees that the City may withhold the amount due to the City from any amount due to the Contractor for services performed under this Contract notwithstanding paragraph 9 hereinabove.

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year written below.

EXHIBITS A, B AND C MUST BE ATTACHED HERETO.

ANY ALTERATIONS OF CONTRACT LANGUAGE WILL RESULT IN REVOCATION OF CITY ATTORNEY APPROVAL.

CITY OF COLUMBUS

Signature

Date

H. Samuel Orth III, Director/ CIO, Dept. of Technology
 Printed Name, Title and Department

CONTRACTOR

Signature

Date

Michael Barger, Vice President

Printed Name and Title

Federal ID Number: 31-4360115

Please list remit address below:

The Fishel Company

Department L-2478

Columbus OH 43260-2478

CONTRACT SIGNATURE AFFIDAVIT

(Must be completed when the individual signing the Contract is NOT an officer or Member of the Company.)

STATE OF: _____

COUNTY OF: _____

_____, being duly sworn, deposes and says that he/she is
_____ of _____, a Corporation, LLC, or LLP organized and existing under and by
(Title) (Company Name)
virtue of the laws of the State of _____, and having its principal office at

City, State, Zip Code

Affiant further says that he/she is familiar with the records, minute books and by-laws of

(Company Name)

Affiant further says that _____ is _____
(Name of Person Signing Contract) (Title)

Of the Company and is duly authorized to sign the Contract for : _____

For said Company by virtue of _____
(State whether the provision of by-laws or a resolution of the Board of Directors. If resolution, give date of adoption.)

Signature of Affiant**

**** AFFIANT MUST BE SOMEONE OTHER THAN THE INDIVIDUAL SIGNING THE CONTRACT.****

Sworn to before me and subscribed in my presence this _____ day of _____ 20____

Notary Public

My Commission Expires: _____

CITY OF COLUMBUS / DEPARTMENT OF TECHNOLOGY
FIBER MAINTENANCE AND RESTORATION SERVICES
SPECIFICATIONS

1.0 SCOPE and CLASSIFICATION

- 1.1 **Scope:** This Invitation to Bid (ITB) is to provide the City of Columbus, Department of Technology (DoT) with routine cable maintenance, fiber restoration and cable locate services, to include labor, parts, materials and supplies, for the City of Columbus fiber optic network as defined in exhibit #1a. The City of Columbus/DoT owns approximately 500 miles of fiber optic cabling in various strand count quantities throughout the City. Offerors must be able to initiate emergency fiber optic restoration services within a 2 hour window on a 24 x 7 x 365 basis. The City utilizes GIS and Auto CAD for fiber optic as-built documentation with the intent to migrate fully the outside plant portion to the City's GIS platform.

Routine maintenance will encompass approximately 225 miles of aerial fiber (exhibit #1a) and another 100 miles of coaxial / twisted pair outside plant wiring as defined in exhibit #1b

Cable locate service ticket volume is estimated at 12,000 tickets annually with 2,400 actual locates performed.

- 1.2 **Classification:** Offerors must meet the following requirements to provide the City with fiber restoration services as detailed herein.
- 1.2.1 **Bidder experience:** Offerors must have at least five (5) years of experience providing routine maintenance; fiber restoration and cable locate services.
- 1.2.2 **Bidder References:** Offerors must be able to provide at least three (3) references from existing customers, equivalent to the size of the City's current fiber optic network or larger.
- 1.2.3 **Specification Questions:** In order to enable accurate communication in respect to this ITB, and to provide offerors the opportunity to seek clarification on any matters pertaining to the ITB requirements, and to enhance the offerors understanding of the City's needs, questions regarding this bid must be sent by in writing via email to vendorservices@columbus.gov no later than 8:00 a.m. (local time) on 02/23/2017. Responses will be posted as an addendum to this bid on the City's website (vendorservices.columbus.gov) no later than 5:00 p.m. (local time) on 02/27/2017. E-mails containing the written questions should include the Solicitation number and Title in the subject line.
- 1.2.4 **Single Award:** Due to the nature of this contract, The City will only accept bids for all products and services as a whole.
- 1.2.5 **No Substitutions:** All bids shall be based upon the Standards specified and not on any proposed substitutions. A bidder desiring to make substitutions for brands specified shall list such proposed substitutions on a separate sheet clearly identified as an Alternate Proposal of Materials; together with the amount to be added to, or to be deleted from the amounts of its Base Bid. Only materials, parts and supplies that meet or exceed the item as bid as determined by the Engineer will be considered. No

CITY OF COLUMBUS / DEPARTMENT OF TECHNOLOGY
FIBER MAINTENANCE AND RESTORATION SERVICES
SPECIFICATIONS

substitutions will be considered without submission of complete and appropriate documentation (i.e. manufacturer's cut sheets) that adequately show how the substitution meets or exceeds all of the specifications of the requested item.
Substitutions will not be considered in determining lowest responsive bid.

- 1.2.6 **Required Permits:** This is a maintenance and repair specification and the facilities under consideration are pre-existing, the City will be assumed to have previously obtained any AT&T, AEP and MELP permits and any other private permissions required to access their facilities. The Contractor is responsible for obtaining all other required permits.

2.0 APPLICABLE PUBLICATIONS

- 2.1 U.S. Department of Agriculture, Rural Electrification Administration Specification for Totally Filled Optical Fiber Cable, PE-90
- 2.2 EIA/TIA 455-A, Standard Test Procedure for Fiber Optic Fibers, Cables, Transducers, Sensors, Connecting and Terminating Devices, and other Fiber Optic Components
- 2.3 EIA/TIA-455-25A, Repeated Impact Testing of Fiber Optic Cables and Cable Assemblies
- 2.4 EIA-455 28B, Method for Measuring Dynamic Tensile Strength of Optical Fibers
- 2.5 EIA-455-33A, Fiber Optic Cable Tensile Loading and Bending Test
- 2.6 EIA-455 34, Interconnection Device Insertion Loss Test
- 2.7 EIA-455-41, Compressive Loading Resistance of Fiber Optic Cables
- 2.8 EIA/TIA-455-81A, Compound Flow (Drip) Test for Filled Fiber Optic Cable
- 2.9 EIA/TIA-455-82B, Fluid Penetration Test for Fluid-Blocked Fiber Optic Cable
- 2.10 EIA 455 89A, Fiber Optic Cable Jacket Elongation and Tensile Strength
- 2.11 EIA-455 95, Absolute Optical Power Test for Optical Fibers and Cables
- 2.12 EIA-455-104, Fiber Optic Cable Cyclic Flexing Test
- 2.13 EIA/TIA-598, Color Coding of Fiber Optic Cables
- 2.14 EIA/ANSI-472 Generic Requirement for Optical Fiber and Optical Fiber Cables
- 2.15 ANSI/ICEA S-87-640
- 2.16 ANSI/TIA/EIA-526-7: OFSTP-7 Measurement of Optical Power Loss of Installed Single-mode Fiber Cable Plant.

3.0 REQUIREMENTS

3.1 **General Requirements:**

- 3.1.1 **Term:** The proposed contract shall be in effect for three (3) years from the date

CITY OF COLUMBUS / DEPARTMENT OF TECHNOLOGY
FIBER MAINTENANCE AND RESTORATION SERVICES
SPECIFICATIONS

of a purchase order certified by the City Auditor.

- 3.1.1.1 **Annual Extension:** Subject to mutual agreement, the period covered by the ensuing contract, under the same terms and conditions stated therein can be extended for two (2) additional one year terms, or portion thereof, at the same pricing and escalator clause.
- 3.1.2 **Pricing:** The bidder shall submit firm, fixed rates for the items listed on pages 5A-5C. Prices shall be all-inclusive, incorporating travel-related costs, overhead, general and administrative costs, and profits.
- 3.1.2.1 **Escalator Clause:** No price adjustment shall be granted during the first year (12 months) duration of an awarded contract. Thereafter, any price adjustment will be negotiated as part of exercising an annual extension, per section 3.1.1.1. Such price adjustments will be firm and fixed for the duration of any annual extension.
- 3.1.2.2 **Right of Cancellation:** Prior to any annual extension, if supplier's total request(s) for a price increase(s) are greater than fifteen percent (15%), the City of Columbus may cancel this agreement by not exercising the next available annual extension.
- 3.1.3 **Quantity Estimates:** The types and estimated quantities of each item are listed on pages 5A-5C. The amounts shown are estimates of the annual needs of the City under this contract and are for bidding purposes only. This estimate is not to be construed as representing an actual order for that amount, or a guarantee that any minimum amount will actually be purchased. The City estimates spending up to \$200,000 per year through this agreement. The City reserves the right to purchase up to twice the estimated quantity.
- 3.2 **Bidder Requirements:** The requirements of this section will be used by the City to determine if each bidder meets the minimum standard required to be considered a responsible bidder. Please complete pages 5D and 5E and attach any supplemental pages as may be necessary to meet these requirements.
- 3.2.1 **Experience Required:** Offeror shall document and submit with the bid their ability to provide routine maintenance; fiber restoration and cable locate services. Documentation must demonstrate at least five (5) year's experience providing installation, maintenance, and restoration services to fiber optic networks equivalent in size to the City's fiber optic network or larger.
- 3.2.2 **References (pages 5D & 5E):** The offeror shall provide documentation of long-term relationships with customers that are equivalent to the size of the City's current fiber optic network or larger. Offeror shall furnish the City with a list that outlines the number and types of similar contracts within Columbus, Ohio and the state of Ohio. Supply at

CITY OF COLUMBUS / DEPARTMENT OF TECHNOLOGY
FIBER MAINTENANCE AND RESTORATION SERVICES
SPECIFICATIONS

least three (3) references from companies that the offeror supports that are similar in scope, complexity, and cost. Onsite visits may be scheduled with those organizations.

- 3.2.2.1 **Contact Information Required:** The reference contact information shall include the customer name, point of contact name, start/end dates of the contract, customer e-mail address, street address, telephone number, and fax number.
- 3.2.3 **Four (4) Hour Service Initiation:** To facilitate prompt response and resolution of emergency fiber restoration incidents, Offeror must guarantee that any of the items listed on pages 5A-5C can be deployed to a work site within four (4) hours of emergency service notification from the City.
- 3.2.3.1 **Minimum Required Inventory:** To facilitate prompt response to emergency repairs, Offeror must have available in inventory at least five-thousand (5,000) feet of single mode fiber each for strand counts of 12, 24, 48, 96, 144, 192, and 288. In addition, available inventory must include at least four (4) fiber optic splice enclosures, seventy-two (72) 36 count splice trays, and two-thousand (2,000) fusion splice sleeves.
- 3.2.3.2 **Advance Arrangements for Equipment:** The Contractor will have advance arrangements in place with construction Contractors who will provide, if needed, heavy construction equipment such as backhoes, trenchers, boring equipment, etc. as necessary.
- 3.3 **Personnel:** The Bidder must submit supplemental pages containing resumes of the primary staff that would be delivering service to the City. The information shall include current position with the offeror, verifiable technical training, education and experience level on the specific fiber restoration service(s) they will be expected to perform. Offeror will also be expected to supply the same documentation for any additional technician(s) assigned to the City's account during the terms of the contract (i.e., new hires, staff transfers to City account, subcontractors, etc.).
- 3.3.1 **Local Staffing:** The Contractor will provide qualified employees and supervisors locally based in the Service Area (see exhibit #1a and 1b). Upon award of contract the Contractor shall provide City with a list containing Support Center addresses, name and work telephone numbers of supervisory management employees responsible for service delivery. Contractor will maintain the call list and will notify the City immediately of any changes in address or personnel.
- 3.3.2 **Staff Replacement:** Upon request of the City, the offeror shall withdraw any of the Offeror's employees on assignment to the City who is, in the City's reasonable opinion, unsatisfactory for servicing the City's needs under this agreement. In all such cases, the offeror agrees to assign a replacement employee who is acceptable to the City.
- 3.3.3 **Experience Documentation:** Prior to assignment for servicing the City, EVERY installer working on any job MUST supply a photocopy of their certificate of completion

CITY OF COLUMBUS / DEPARTMENT OF TECHNOLOGY
FIBER MAINTENANCE AND RESTORATION SERVICES
SPECIFICATIONS

from an accredited fiber optic installation school along with their hands-on work experience splicing fiber optic cable. All installers will be approved by the City prior to being allowed to begin work.

- 3.3.4 **Current Licenses and Certifications:** All Contractor employees including subcontractors hired by the Contractor and supervisors working on this contract will maintain any and all current licenses and certifications that may be necessary for the work that person will be performing. Failure to do so will result in the employee being removed from the job until such time as the Contractor provides evidence that the employee has restored their credentials and work previously performed by that employee will be required to be re-done at the Contractor's expense.
- 3.3.5 **Ohio Department of Transportation Minimum Skills:** Because the Contractor may be working on segments of the City system that interfaces with the State of Ohio's fiber optics system, bidders shall provide proof of meeting ODOT's Minimum Skills Requirements for Work Type 56: Fiber Optic Cable Installation, Splicing, Termination and Testing – Intelligent Transportation System. This work type includes the installation, splicing, termination and performance testing of single mode and multimode fiber optic cable and related equipment necessary for the transmission of video, voice, or data for outside plant applications. This work type includes all Traffic Signal System fiber optic work and work associated with Intelligent Transportation Systems projects.
- 3.3.5.1 **Work Type 55:** Whereas ODOT Work Type 56 is inclusive of Work Type 55, Contractor must also provide proof of meeting the minimum requirements of ODOT Work Type 55: Fiber Optic Cable Installation, Splicing, Termination and Testing – Traffic Signal System. This work type includes the installation, splicing, termination and performance testing of single mode and multimode fiber optic cable and related equipment necessary for the transmission of video, voice or data for outside plant applications. This work type includes fiber optic work associated with traffic signal projects. In addition to the general skills requirement and the minimum skill requirements for Work Type 55, the Contractor must demonstrate successful experience in performing each of the following:
- 3.3.5.1.1 a minimum of one thousand (1,000) splices of single mode and/or multimode fiber;
- 3.3.5.1.2 a minimum of two hundred (200) terminations of single mode and/or multimode fiber;
- 3.3.5.1.3 a minimum of five (5) miles in length of installation of outside plant fiber optic cable including at least one (1) contiguous segment at least one (1) mile in length.
- 3.3.5.2 **SFOT:** The Contractor must furnish a Supervising Fiber Optic Technician (SFOT) who has successfully completed a comprehensive training course for inside or

CITY OF COLUMBUS / DEPARTMENT OF TECHNOLOGY
FIBER MAINTENANCE AND RESTORATION SERVICES
SPECIFICATIONS

outside plant installation, splicing, termination, and performance testing of single mode and multimode fiber optic cable.

- 3.3.5.2.1 The course must be a minimum of 32 hours total of instruction of which a minimum of 16 hours must be hands-on instruction. The Contractor must demonstrate that the course curriculum included, at a minimum, the following topics: fiber optic theory and principles; fiber types; cable types; panels and enclosures; design; safety; inside and outside plant installation; cable preparation; connectors and connectorization; splicing and terminations; OTDR and test equipment theory, setup, measurement, and documentation; restoration and repair.
- 3.3.5.2.2 The SFOT must have a minimum of one (1) year of work experience in the installation, splicing, and termination of fiber optic cable and in the testing of fiber optic cable using an optical time domain reflectometer (OTDR) and a power meter as primary job responsibilities.
- 3.3.5.3 **Installers:** The Contractor's installers performing any type of fiber optic work shall have successfully completed a minimum 16 hours total of instruction of which a minimum of 8 hours must be hands-on instruction.
- 3.3.5.3.1 The Contractor must demonstrate that the course curriculum included, at a minimum, the following topics: fiber optic theory and principles, fiber types, cable types, safety, cable preparation, connectors and connectorization, splicing and terminations, ODTR operation, restoration and repair.
- 3.3.5.3.2 Detailed course curricula showing topics, total hours of instruction and hours of hands-on instruction along with a copy of a certificate of completion of the courses must be submitted for evaluation purposes.
- 3.3.6 **Subcontractor Identification:** The bidder is required to provide a workforce with the experience and training required to provide timely and effective fiber restoration services. Where the employees are not employed directly by the bidder but are being provided by subcontractors in order to provide any of the necessary experience to perform work, those subcontractors must be identified on page 5F.
- 3.3.6.1 **Information Required:** If subcontractor(s) are to be used, please list (as part of the response) names, addresses, telephone numbers and a contact person for each subcontractor. All subcontracts must have valid contract compliance certification.
- 3.3.6.2 **Subcontractor Contact:** Should the offeror use subcontractors, the City shall use the offeror as the primary contact point.
- 3.4 **Labor Requirements:** The offeror shall provide routine maintenance and emergency restoration services in support of the City's fiber optic network in strict accordance with industry

CITY OF COLUMBUS / DEPARTMENT OF TECHNOLOGY
FIBER MAINTENANCE AND RESTORATION SERVICES
SPECIFICATIONS

accepted practices. It is understood that the Contractor shall provide all the necessary hardware, conduit, cable, and other ancillary items necessary to deliver the maintenance and repair services described below. All maintenance and repair work shall be done in a thorough and workmanlike manner; in accordance with these specifications; in compliance with all applicable local, state and national codes and legal requirements; and shall be subject to acceptance by the City. The Contractor's services will be available twenty-four (24) hours a day, seven (7) day a week, fifty-two (52) weeks/year.

3.4.1 Routine Maintenance

- 3.4.1.1 Quarterly Drive-Off:** The Contractor shall in the general course of the performance of their maintenance duties under the terms of this contract drive the entire plant at least once a quarter (4 times per year). This drive-off may be done once a quarter or the plant can be segmented into pre-defined monthly sections. A proposed schedule of the expected drive-offs and example report shall be provided to the City as a part of this bid.
- 3.4.1.1.1** A report of the drive-off shall be provided to the Contract Manager with a copy going to the Engineer at end of each calendar quarter or if segmented into monthly sections, by Monday morning following the end of the month the section was performed.
- 3.4.1.1.2** This report shall contain the date the area or section was inspected, the area or section that was inspected, all observed problems contained within the area or section listed by each of their specific locations and any identification associated with the problem location, and any recommended corrections for the observed problems and the identity of the individual making the observation.
- 3.4.1.1.3** Any problems noticed by the Contractor during the term of this contract that would require immediate correction for health, safety, security or plant performance reasons will be reported by a phone call to the Contract Manager immediately upon discovery with an immediate follow-up in writing. Failure to do so will make the Contractor responsible to and legally liable for all legal and financial responsibilities resulting from the identified problem.
- 3.4.1.2 Maintenance Work Orders:** The Contractor will provide the City with an E-Mail address or web site for the City to use to deliver maintenance job requests to the Contractor. The delivery point must be of sufficient size and have adequate capacity to enable the City to provide the Contractor with drawings, photos, spreadsheets and other ancillary documents that the City would deem appropriate for the conveyance of the work description to be fully understood by the Contractor. Upon receipt of such the Contractor will assign the work with a unique number for tracking purposes and return that number back to the City as acknowledgement of receipt of the work order.

CITY OF COLUMBUS / DEPARTMENT OF TECHNOLOGY
FIBER MAINTENANCE AND RESTORATION SERVICES
SPECIFICATIONS

- 3.4.1.3 **Preplanned Maintenance:** All preplanned maintenance shall be discussed with the Engineer prior to the starting of any work. All fiber optic cable splice point locations, slack span locations, and fiber-to-fiber / buffer-to-buffer splicing details will be identified and laid out in advance with the Engineer prior to any fiber placement or splicing. Failure to do so will result in the Contractor being required to redo the work to the Engineer's specifications at the Contractor's expense.
- 3.4.1.3.1 No milestone charts (e.g., Gantt chart or timeline bar chart) will be required as a part of preplanned maintenance services. However if any repair or installation is expected to span a time period of more than ninety (90) days, a projected timeline chart will be required for that preplanned maintenance project and weekly updates will be provided to the City by the Contractor.
- 3.4.1.4 **Worksite Contact:** Upon the initiation of each job the Contractor will provide a single point of contact for each work site.
- 3.4.2 **Emergency Restoration Services**
- 3.4.2.1 **Single Point of Contact/Escalation:** The Contractor will provide a single point of contact to initiate emergency restoration service and an escalation list should assistance be needed. Requests for emergency restoration service will be documented through the system described in section 3.4.1.2.
- 3.4.2.2 **Response to Emergency Notification Call:** The Contractor will return notification call within 15 minutes of City notification. Escalation procedures will be initiated after the initial 15 minute time period has elapsed.
- 3.4.2.3 **Response to Repair Calls:** The Contractor will have service technicians respond to an emergency site designated by the City within two (2) hours of notification.
- 3.4.2.4 **Restoration Service:** Restoration service will begin within four (4) hours of initial notification. The Contractor's technicians will continue those services as quickly as possible until temporary emergency services (splice or bridge around) or permeate repairs have been completed and the fiber link connectivity is restored.
- 3.4.2.5 **Status Reports:** The Contractor will provide hourly status reports to the Contract Manager during emergency restoration. These reports shall be provided by voice or email at direction of the Contract Manager and will continue until the job is completed or the Contractor is otherwise directed by the Contract Manager.
- 3.4.2.6 **Notice to Proceed:** The Contractor will not initiate any emergency repairs without being directed to do so by the Contract Manager. Should the Contractor

CITY OF COLUMBUS / DEPARTMENT OF TECHNOLOGY
FIBER MAINTENANCE AND RESTORATION SERVICES
SPECIFICATIONS

notice a condition that they feel constitutes an emergency they shall at once notify the Contract Manager and only proceed as directed.

- 3.4.2.7 **Emergency Test:** The City will have the option to require one test of the emergency repair service annually. The purpose of this test is to ensure that all personnel and material required for the service are able to respond should a real emergency occur.

3.4.3 **Cable locate services**

Requests: Contractor will receive utility locating requests from the Ohio Utilities Protection Service (OUPS) on behalf of the City. The City currently receives approximately 1000 requests a month (12,000 annually) with approximately 200 a month (2,400 annually) requiring locate service.

- 3.4.3.1 Contractor shall perform utility locating services at necessary locations within 48 hours of receipt of locating notice.

3.4.4 **General Labor**

- 3.4.4.1 **Access to Work Sites:** Contractor will in no way restrict or impede the City from observing their operations during the performance of their work. Surprise inspections by the City are to be expected. Contractor may reserve the right for health or safety reasons to prevent the City from temporally entering a work site if the Contractor feels that such entry would put the Contractor, the City or the end users at risk from a health or safety standpoint. Contractor shall immediately work with the City on-site to mitigate the risk so that the City inspection can occur.

- 3.4.4.2 **Right to Stop Work:** The City reserves the right to stop work at any job site and require the removal of any personnel or equipment that it believes to be functioning or being operated in an unsafe manner. The City additionally reserves the right to stop work at any job site and require the addition of personnel or equipment that it believes are missing and are required for the work to be performed in a safe manner. Work shall remain stopped until such time as the City's on-site representative believes the work can resume safely. Time lost due to this work stoppage will not be billed against the City.

- 3.4.4.3 **Access to City Facilities:** The City of Columbus will provide access to any buildings owned by the city as needed for this contract.

- 3.4.4.4 **Coordination:** Coordination required between any City agencies or private agencies to deliver services will be the Contractor's responsibility. The city will provide any contact information they might have to facilitate this coordination. The Contractor will be required to coordinate all maintenance work with utility

CITY OF COLUMBUS / DEPARTMENT OF TECHNOLOGY
FIBER MAINTENANCE AND RESTORATION SERVICES
SPECIFICATIONS

pole, manhole and conduit owners prior to any work performed as per the owner's requirements. All costs associated with coordination, inspection, supervision and entry into these facilities will be the Contractor's responsibility to pay up-front and will only be billed back to the City if Contractor has included these costs as a separate line item in the Contractors job quote.

- 3.4.4.5 **Restoration:** If it is necessary to remove decorative or retaining walls, exterior walks, paving or lawns for installation, such areas shall be returned to original condition. The Contractor shall execute excavating and backfilling by methods which will prevent damage to other work and prevent settlement. The Contractor shall refinish entire surface as necessary to provide an even finish. Extreme care should be taken in the removal and replacement of bricks as well as the color match in the replacement concrete.
- 3.4.4.6 **Street Occupancy:** All Contractors working within public right-of-ways shall obtain the proper street occupancy permits and follow all MUTCD and other well-established safety rules and regulations to safeguard the public and their workers. The Contractor understands that access to manholes in the roadway is restricted between the hours of 7-9am and 4-6pm. The Contractor will be required to obtain the necessary street occupancy permits and include traffic control as required to complete work as a part of the contract at no additional cost to the City.
- 3.4.4.7 **Amendments to Work Rules:** Section 105.06 and 105.07, Work Hours, Night Work, Work on Sundays and National Holidays, is amended. Work on Sundays and National Holidays is permitted. Work beyond the period one-half hour after sunset is permitted. The Contractor is advised, however, that all work during this period must be in accordance with the City's Noise Ordinance unless such requirements have been waived by action of City Council.
- 3.4.4.8 **Material Lengths:** All information pertaining to cable routes will be provided by the City of Columbus. Determining distances and ordering correct material lengths (including slack spans) will be the responsibility of the Contractor. If materials are determined to have been installed short of the required lengths (including slack spans) the Contractor will bear the cost and responsibility to replace the materials to the required specifications defined by this contract at their expense.
- 3.4.4.9 **Obstructions:** It will be the responsibility of the Contractor to advise the City immediately when discovered if any conduits or cable paths are discovered that will require obstruction removal. If this information is not forwarded to the city in writing within three (3) business days of discovery, the Contractor will assume the full responsibility of clearing such obstructions.
- 3.4.4.10 **Utilities Location:** It is the Contractor's responsibility to verify the accuracy of all utility, sewer or other underground lines or obstructions with the Ohio Utility

PLEASE NOTE:

PLEASE NOTE THAT THE ORIGINAL CITY OF COLUMBUS/DEPARTMENT OF TECHNOLOGY FIBER MAINTENANCE AND RESTORATION SERVICES SPECIFICATIONS DOCUMENT WAS 104 PAGES.

THE ATTACHED REPRESENTS ONLY THE FIRST TEN (10) PAGES OF THE DOCUMENT.

Item	Description	Quantity	Unit Cost	Unit Cost In Words	Extended Cost
1	Quarterly Drive Offs (see section 3.4.1.1)	4	5,232.20	Five thousand two hundred thirty two and twenty cents	20,928.80
2	Cable locate ticket screening (see section 3.4.3.1)	12000	3.00	Three dollars	36,000.00
3	Cable locate field locate (see section 3.4.3.1)	2400	55.00	Fifty five dollars	132,000.00
4	Labor: Project Manager Regular Hours (M-F 8am-5pm)	10 hrs	90.97	Ninety dollars & 97/100	909.70
5	Labor: Project Manager Overtime Hours (Evenings, Weekends, Holidays)	2 hrs	129.54	One hundred twenty nine & 54/100	259.08
6	Labor: Professional Engineer Regular Hours (M-F 8am-5pm)	10 hrs	110.00	One hundred ten dollars	1,100.00
7	Labor: Professional Engineer Overtime Hours (Evenings, Weekends, Holidays)	2 hrs	165.00	One hundred sixty five dollars	330.00
8	Labor: Right of Way Agent Regular Hours (M-F 8am-5pm)	5 hrs	75.00	Seventy five dollars	375.00
9	Labor: Right of Way Agent Overtime Hours (Evenings, Weekends, Holidays)	1 hrs	112.50	One hundred twelve & 50/100	112.50
10	Labor: Supervisor Regular Hours (M-F 8am-5pm)	40 hrs	84.90	Eighty four & 90/100	3,396.00
11	Labor: Supervisor Overtime Hours (Evenings, Weekends, Holidays)	10 hrs	120.00	One hundred twenty dollars	1,200.00
12	Labor: Foreman Regular Hours (M-F 8am-5pm)	40 hrs	87.94	Eighty seven & 94/100	3,517.60
13	Labor: Foreman Overtime Hours (Evenings, Weekends, Holidays)	10 hrs	128.39	One hundred twenty eight & 39/100	1,283.90
14	Labor: Operator Regular Hours (M-F 8am-5pm)	8 hrs	92.62	Ninety two & 62/100	740.96
15	Labor: Operator Overtime Hours (Evenings, Weekends, Holidays)	2 hrs	135.21	One hundred thirty five & 21/100	270.42
16	Labor: Truck Driver Regular Hours (M-F 8am-5pm)	8 hrs	72.68	Seventy two & 68/100	581.44
17	Labor: Truck Driver Overtime Hours (Evenings, Weekends, Holidays)	2 hrs	106.11	One hundred six & 11/100	212.22
18	Labor: Laborer Regular Hours (M-F 8am-5pm)	120 hrs	78.22	Seventy eight & 22/100	9,386.40
19	Labor: Laborer Overtime Hours (Evenings, Weekends, Holidays)	30 hrs	114.18	One hundred fourteen & 18/100	3,425.40
20	Labor: Splicer Regular Hours (M-F 8am-5pm)	60 hrs	57.50	Fifty seven & 50/100	3,450.00
21	Labor: Splicer Overtime Hours (Evenings, Weekends, Holidays)	20 hrs	86.25	Eighty six & 25/100	1,725.00
22	Equipment: 30' Aerial Lift Truck Hours	20 hrs	39.34	Thirty nine & 34/100	786.80
23	Equipment: 1-Ton or 2-Ton Pickup Hours	40 hrs	19.81	Nineteen & 81/100	792.40
24	Equipment: Trailer Hours	40 hrs	2.76	Two & 76/100	110.40
25	Equipment: Rubber Tire Back Hoe Hours	8 hrs	15.16	Fifteen & 16/100	121.28
26	Equipment: 500' (Min.) Rodder Hours	16 hrs	21.46	Twenty one & 46/100	343.36
27	Equipment: Capstan Winch or Winch Truck Hours	16 hrs	3.58	Three & 58/100	57.28
28	Equipment: Blower Hours	24 hrs	4.29	Four & 29/100	102.96
29	Equipment: Light Plant Hours	30 hrs	2.86	Two & 86/100	85.80
30	Equipment: Arrow Board Hours	40 hrs	1.97	One & 97/100	78.80
31	Equipment: 2" (Min.) Water Pump Hours	24 hrs	2.50	Two & 50/100	60.00

32	Equipment: Generator Hours	24 hrs	2.86	Two & 86/100	68.64
33	Equipment: Cable Trailer Hours	16 hrs	2.76	Two & 76/100	44.16
34	Equipment: Fusion Splicer Hours	80 hrs	12.14	Twelve & 14/100	971.20
35	Equipment: Other Equipment, NEC	LOT	572.26	Five Hundred seventy two & 26/100	572.26
36	Materials: 288 Count, Single Mode Fiber	5,000 ft	2.46	Two & 46/100	12,300.00
37	Materials: 192 Count, Single Mode Fiber	5,000 ft	1.79	One & 79/100	8,950.00
38	Materials: 144 Count, Single Mode Fiber	5,000 ft	1.21	One & 21/100	6,050.00
39	Materials: 96 Count, Single Mode Fiber	5,000 ft	1.05	One & 05/100	5,250.00
40	Materials: 72 Count, Single Mode Fiber	5,000 ft	.79	79/100	3,950.00
41	Materials: 48 Count, Single Mode Fiber	5,000 ft	.56	56/100	2,800.00
42	Materials: 24 Count, Single Mode Fiber	5,000 ft	.40	40/100	2,000.00
43	Materials: 12 Count, Single Mode Fiber	5,000 ft	.31	31/100	1,550.00
44	Materials: Fiber Optic Splice Closures	4	365.19	Three hundred sixty five & 19/100	1,460.76
45	Materials: 36 Count Splice Trays	72	19.80	Nineteen & 60/100	1,425.60
46	Materials: Fusion Splice Sleeves	2,000	.35	35/100	700.00
47	Materials: 1 1/2" Innerduct, HDPE smooth wall, orange	5,000 ft	.60	60/100	3,000.00
48	Materials: Other Materials, NEC	LOT	500.00	Five hundred & 00/100	500.00
49	Materials: OCC-51-G Fiber Pedestal with wire basket and 18" riser	1	2,856.82	Two thousand eight hundred fifty six & 82/100	2,856.82
50	Materials: OCC-80-G Fiber Pedestal with wire basket and 18" riser	1	4,453.64	Four thousand four hundred fifty three & 64/100	4,453.64
51	Materials: Five hundred foot 288 strand singlemode outdoor rated fiber optic pigtail cable, pre-terminated with factory polished LC-APC connectors on one end	2	8,120.52	Eight thousand one hundred twenty & 52/100	16,241.05
52	Materials: Three hundred foot 288 strand singlemode outdoor rated fiber optic pigtail cable, pre-terminated with factory polished LC-APC connectors on one end	2	6,915.55	Six thousand nine hundred fifteen & 55/100	13,831.10
53	Materials: Five hundred foot 24 strand singlemode outdoor rated fiber optic pigtail cable, pre-terminated with factory polished LC-APC connectors on one end	2	1,018.65	One thousand eighteen & 65/100	2,037.30
54	Materials: Three hundred foot 24 strand singlemode outdoor rated fiber optic pigtail cable, pre-terminated with factory polished LC-APC connectors on one end	2	824.96	Eight hundred twenty four & 96/100	1,649.92
TOTAL COST					\$315,833.68



**Bureau of Workers'
Compensation**

30 W. Spring St.
Columbus OH 43215-2256

Exhibit B

Governor **John R. Kasich**
Administrator/CEO **Sarah D. Morrison**

www.bwc.ohio.gov
1-800-644-6292

CERTIFICATE OF EMPLOYER'S RIGHT TO PAY COMPENSATION DIRECTLY

To be posted in employer's place or places of employment in compliance with Sec. 4123.83 of the Ohio Revised Code. Any employer requiring more than one copy of this certificate, may reproduce as many copies of the certificate (without any alterations or changes) as required.

Policy Number and Employer Name 20003443	Period Specified Below
THE FISHEL COMPANY 1366 DUBLIN RD COLUMBUS, OH 43215-1093	November 01, 2018 to November 01, 2019

THIS IS TO CERTIFY that on date hereof the above named employer having met the requirements provided in the Section 4123.35 of the Ohio Revised Code has been granted authority by the administrator to pay compensation directly to its injured or dependents of killed employees as provided in said Section for the period above set forth.

Sincerely,

Sarah D. Morrison
Administrator/CEO

BWC-7201

SI-1



BWC1002A00932730200



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 06/20/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MCGRIFF, SEIBELS & WILLIAMS, INC. P.O. Box 10265 Birmingham, AL 35202	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): 800-476-2211	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Arch Insurance Company		11150
INSURER B : Navigators Insurance Company		42307
INSURER C : _____		_____
INSURER D : _____		_____
INSURER E : _____		_____
INSURER F : _____		_____

INSURED
 The Fishel Company
 1366 Dublin Road
 Columbus, OH 43215

COVERAGES

CERTIFICATE NUMBER: DCFJSJNN2

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: _____		X	31PKG8940602	08/01/2018	08/01/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			31PKG8940602 Phys. Damage applies to Hired Autos only	08/01/2018	08/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$			GA18EXC879221V	08/01/2018	08/01/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	31WCI8940402 (Stop Gap is included for Ohio)	08/01/2018	08/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 \$ \$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: 2019 FIBER RESTORATION AND MAINTENANCE SERVICES

Certificate Holder is Additional Insured with respects to General Liability coverage as required by written contract.

CERTIFICATE HOLDER

CITY OF COLUMBUS
 77 NORTH FRONT STREET
 COLUMBUS, OH 43215

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization when required by written contract	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization when required by written contract	All Locations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**MINUTES
OF
ACTIONS TAKEN IN WRITING
BY THE DIRECTOR
OF
THE FISHEL COMPANY
ON
MARCH 25, 2019**

The undersigned, being the sole Director of The Fishel Company, an Ohio corporation (the "Company"), does hereby take the following actions by this writing, effective on the date set forth above, pursuant to the provisions of Section 1701.54 of the Ohio Revised Code.

RESOLVED, that the persons set forth on attached Exhibit A, be authorized to represent the Company and execute contracts in the name of the Company pursuant to the terms set forth in the Team Fishel Contract Administration Policy.

These minutes constitute a complete record of actions taken by the sole Director of the Corporation, effective on the date set forth above.

4/9/19
Date Signed

Diane F. Keeler
Diane F. Keeler

**Minutes of Actions Taken In Writing
Without a Meeting By The Director
of The Fishel Company on
March 25, 2019**

EXHIBIT A

Michael J. Barger, Vice President, Officer	Scott T. King, Vice President & Director of Information Services, Officer
Charles N. Bass, Regional Area Manager	Thaddeus S. Lopez, Area Manager (eff. 4/1/2019)
Mark A. Blackburn, Area Manager	Craig S. Mathes, Vice President, HR & Safety, Officer
Oshel R. (Randy) Blair, Executive Vice President & Chief Operating Officer, Officer	Richard V. Mauldin, Area Manager
Joseph G. Blake, II, General Counsel, Assistant Secretary	Randall V. Mauldin, Vice President, Officer
Harold L. Bowen, Area Manager	Joseph P. Mayhew, Regional Area Manager
Lee Edward (Beau) Bowen, Area Manager	Michael T. McMahan II, Area Manager
Mark A. Brady, Regional Area Manager	Ricky D. Nichols, Fleet/Equipment, Purchasing Manager
Timothy W. Brown, Area Manager	Douglas J. O'Meara, Area Manager
Kenneth J. Deeson, Area Manager (eff. 4/8/2019)	Salvatore M. Padula, Area Manager
Bob W. Dinuoscio, Division Manager	John F. Palladino, Area Manager
Ricky L. Druin, Regional Manager	William E. Pauley, Vice President, Officer
Bradley D. Dunlevy, Area Manager	Dean T. Pence, Area Manager
Timothy E. Griffin, Vice President, Officer	John E. Phillips, President & CEO, Officer
Mark R. Harris, Corporate Fleet Manager	Erick J. Piscopo, Director, Business Development
Robert S. Haworth, Area Manager	Paul R. Riewe, Vice President & CFO, Secretary & Treasurer, Officer
Charles S. Hinton, Director-Special Projects & Regional Area Manager	Fernando M. Rocha, Area Manager
Ryan Z. Homberger, Area Manager	Joshua T. Shaw, Area Manager (1/21/2019)
Scott R. Homberger, Vice President, Officer	Brian Y. Smith, Area Manager
Charles W. Hutchinson, Regional Area Manager	David K. Strittmatter, Regional Area Manager, PSG
Kenneth E. Katz, Vice President, Officer, Assistant Secretary	Travis J. Walter, Area Manager (1/1/2019)
Diane L. Fishel Keeler, Chairman, Officer	William M. Yackley, Area Manager
Warren Scott Keeler, Vice President, Officer	