

Amendment to Contract  
by and between  
Cuyahoga County, Ohio  
and  
First Communications, LLC

THIS AGREEMENT (the "Amendment") is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2013 by and between the County of Cuyahoga, Ohio a body corporate and politic and a political subdivision of the State of Ohio organized and existing under the Charter of Cuyahoga County effective January 1, 2010, as same may have been amended, modified, and supplemented to the date hereof ("County"), and First Communications, LLC ("First Communications" or "Contractor"), with a principal place of business located at 3340 West Market Street, Akron, Ohio 44333.

WHEREAS, the County and First Communications entered into Contract No.CE0400932, as previously amended, for Long Distance Services - Countywide through December 31, 2013; and

WHEREAS, the County and First Communications desire to extend the term of the Contract through April 30, 2014; and

WHEREAS, this Amendment will not increase the "not to exceed price" of the original Contract as previously amended. The current "not to exceed price" shall remain \$660,000.00; and

WHEREAS, the County and First Communications have mutually agreed that changes are necessary to the terms and provisions contained in the Contract and its amendments previously entered into between the parties.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, First Communications and the County agree that the original contract as previously amended shall be further amended as follows:

1. Agreement and Term. The Contract, as amended, to extend the time period to April 30, 2014. The current "not to exceed price" shall be \$660,000.00.

2. Insurance Requirements.

(a) Contractor shall procure, maintain, and pay premiums for the following forms of insurance:

(i) Worker's Compensation Insurance as required by the State of Ohio. Such insurance requirement may be met by either purchasing coverage from the Ohio State Insurance Fund or by maintaining Qualified Self-Insurer status as granted by the Ohio Bureau of Workers Compensation (BWC).

If Contractor has employees working outside of Ohio, Worker's Compensation Insurance as required by the various state and Federal laws as applicable including Employers' Liability coverage with limits of liability not less than:

\$1,000,000 each accident for bodily injury by accident;  
\$1,000,000 each employee for bodily injury by disease;  
\$1,000,000 policy limit for bodily injury by disease.

Such insurance shall be written on the National Council on Compensation Insurance (NCCI) form or its equivalent.

(ii) Commercial General Liability Insurance with limits of liability not less than:

\$1,000,000 each occurrence bodily injury & property damage;  
\$1,000,000 personal & advertising injury;  
\$2,000,000 general aggregate;  
\$2,000,000 products/completed operations aggregate.

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

(iii) Business Automobile Liability Insurance covering all owned, non-owned, hired, and leased vehicles. Such insurance shall provide a limit of not less than \$1,000,000 combined single limit (bodily injury & property damage) each accident;

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

(iv) Professional Liability Insurance/Errors & Omissions Liability Insurance providing coverage for claims arising out of the provision of design, architectural, engineering and/or other professional services with a limit of liability not less than:

\$1,000,000 per claim;  
\$1,000,000 aggregate.

Such insurance may be written on either an occurrence or claims-made

basis. However, if written on a claims-made basis, the claims-made retroactive date on the policy shall be prior to the commencement of any design, architectural, engineering or other professional activity related to this Contract.

(b) Insurance Coverage Terms and Conditions

(i) The insurance policies of the Contractor required for this Contract, with the exception of Professional Liability Insurance/Errors & Omissions Insurance, shall each name the "County of Cuyahoga, Ohio and its employees" as an Additional Insured and shall contain the following provisions:

Thirty (30) days prior notice of cancellation or material change;

A waiver of subrogation wherein the insurer(s) waives all rights of recovery against the County.

(ii) The insurance required for this Contract shall be provided by insurance carrier(s) licensed to transact business and write insurance in the state(s) where operations are performed and shall carry a minimum A.M. Best's rating of A VII or above.

(iii) These insurance provisions shall not affect or limit the liability of the Contractor stated elsewhere in this Contract or as provided by law.

(iv) The Contractor shall require any and all of its subcontractors to procure, maintain, and pay premiums for the insurance coverages and limits of liability outlined above with respect to products, services, work and/or operations performed in connection with this Contract.

(v) The County reserves the right to require insurance coverages in various amounts or to modify or waive insurance requirements on a case-by-case basis whenever it is determined to be in the best interest of the County.

(vi) The Contractor shall furnish a Worker's Compensation Certificate and Certificate of Insurance evidencing the insurance coverages required herein are in full force and effect. Acceptance of a non-conforming certificate of insurance by the County shall not constitute a waiver of any rights of the parties under this Contract.

3. To the extent that the terms and provisions of this Amendment are inconsistent with or ambiguous when read in conjunction with the original contract or any prior amendment thereto, the terms and provisions of this Amendment shall govern and control.

All other terms and conditions of the original contract, and the prior Amendments thereto, which are not modified herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the County and First Communications have each caused this Contract to be signed and delivered by its duly authorized representative as of the date first written above.

First Communications, LLC

BY: J. W. Rowlands

CUYAHOGA COUNTY, OHIO

Edward FitzGerald, County Executive

BY: Ed FitzGerald/apc  
Edward FitzGerald, County Executive