

Amendment to Contract

CE0900084

by and between

Cuyahoga County

and

**Time Warner NY Cable LLC/dba Time Warner Cable
through its Northeast Ohio Division**

THIS AMENDMENT (hereinafter referred to as the "Amendment") is made and entered into this ____ day of _____, 2013, by and between Cuyahoga County, Ohio ("the County"), on behalf of the Department of Information Technology and Time Warner NY Cable LLC/dba Time Warner Cable through its Northeast Ohio Division, an Ohio corporation with its principal place of business at, 530 South Main Street, Suite 1751, Akron, Ohio 44311. ("TWC")

WHEREAS, the County and TWC., entered into Contract CE0900084, for maintenance service for County fiber optic network and internet connectivity for the period of 9/15/08 – 9/14/13 at an amount not to exceed Four Hundred Eighty Thousand Dollars and Zero Cents (\$480,000.00) ; and

WHEREAS, the County desires to amend the term of its Contract with TWC, to extend the time of the contract from 9/15/08 – 9/14/13 to 1/31/14, with additional funds required in the amount not to exceed Twenty-Four Thousand Dollars and Zero Cents (\$24,000.00); and

WHEREAS, this amendment will cause an increase of \$24,000.00, to the "not to exceed price" of Contract CE0900084, the current "not to exceed price" shall now be, Five Hundred Four Thousand Dollars and Zero Cents (\$504,000.00), and

WHEREAS, the County and TWC have mutually agreed that changes are necessary to the terms and provisions contained in the original Contract.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, TWC and the County agree as follows:

1. Section 1.1. Term. Shall be amended to extend the term of the Contract to continue in effect until January 31, 2014, unless earlier terminated in accordance with the provisions of the Contract. The "not to exceed" amount shall be increased by Twenty-Four Thousand Dollars and Zero Cents (\$24,000.00). The contract, as hereby amended, shall be in a total amount not to exceed Five Hundred Four Thousand Dollars and Zero Cents (\$504,000.00).

2. Section 7.17 Insurance. Shall be added to provide the following: Contractor shall procure, maintain and pay premiums for the insurance coverage and limits of liability outlined below with

respect to products, services, work and/or operations performed in connection with this Contract:

- a) 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).

For Contractors with 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.

- b) 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.

- c) 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.

- d) 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.

Requirements for All Insurance Coverage

- a) The insurance policies of the Contractor required for this contract, with the exception of the All Risk Equipment Insurance and Errors & Omissions Insurance, shall each name the "County of Cuyahoga, Ohio and its employees" as an Additional Insured and shall contain the following provisions:
 - i) Thirty (30) days prior notice of cancellation or material change;
 - ii) A waiver of subrogation wherein the insurer(s) waives all rights of recovery against the County.
 - b) 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.
 - c) These insurance provisions shall not affect or limit the liability of the Contractor stated elsewhere in this Contract or as provided by law.
 - d) 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.
 - e) If the Bid/Proposal/RFQ specifies the need for higher limits of liability for any applicable insurance provision, the Bid/Proposal/RFQ specifications shall govern.
 - f) 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 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 the Amendment shall govern and control.

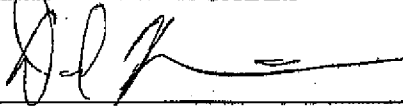
All other terms and conditions of the original contract, and the prior Amendment thereto, which are not expressly modified herein, shall remain in full force and effect.

THIS AGREEMENT shall be subject to interpretation under the laws of the State of Ohio, and is subject to the review of the Cuyahoga County Department of Law as to legal form and correctness.

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

TIME WARNER NY CABLE LLC
dba TIME WARNER CABLE

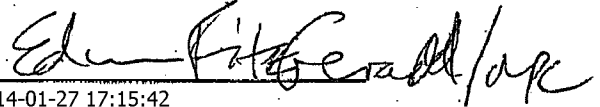
BY



CUYAHOGA COUNTY

Edward FitzGerald, County Executive

BY



2014-01-27 17:15:42

Edward FitzGerald, County Executive