

**SECOND ADDENDUM TO CONSTRUCTION AGREEMENT
DATED JUNE 27, 2018**

This **Second Addendum** is entered into this ____ day of June 2020 by and between the Ouray County Board of County Commissioners, as the Board of Public Health (**County**) and Deeply Digital, LLC, a Colorado limited liability company (**Contractor**).

RECITALS

WHEREAS, the County and Contractor entered into the Construction Agreement, dated June 27, 2018 (Construction Agreement) to design and install new buried, stand-alone, fiber optic network from south of Montrose to Ouray County to increase access, reduce outages, and expand capacity, to the internet for Ouray County;

WHEREAS, this fiber design and installation project is contingent upon grant funding as set forth in Construction Agreement, ¶ 23(h);

WHEREAS, on or about _____, 2020, the Rural Health Care (RHC), a division of USAC, issued a funding commitment letter to CHA Broadband Services for the Project which represents the final portion of the Project;

WHEREAS, the County and Contractor enter into this Second Addendum to set forth the work to complete the Project;

WHEREAS, this Second Addendum is entered to set forth the terms of completion of Phase One and to describe in detail the work to be performed in Phase Two; and

WHEREAS, all terms in the Construction Agreement and any addendums not modified herein remain in full force and affect and the defined terms in the Construction Agreement are used herein along with further defined terms;

NOW, THEREFORE, for good and valuable consideration and the receipt and sufficiency of which is hereby acknowledged, along with the material recitals above, the County and Contractor agree as follows:

1. **PHASE ONE WORK.** Phase One Work is substantially completed under the terms of the Construction Agreement dated June 26, 2018 and an Addendum to Construction Agreement dated July 23, 2019 (First Addendum) and this Second Addendum is intended as a supplement to and not a replacement for First Addendum. This Second Addendum includes work not completed in Phase One Work and all additional work (Phase Two Work) necessary to complete the Project.
2. **THE WORK.** A new Paragraph 1.1 to the Construction Agreement is added for this Phase Two Work consisting of design and installation of a new, buried, optical fiber network consisting of approximately 18.90 miles as set forth in **Exhibit G**, attached.

3. TIME OF COMMENCEMENT AND COMPLETION. A new Paragraph 2.2 of the Construction Agreement is added for the Phase Two Work which shall commence as soon as possible and shall be completed no later than June 30, 2021 (Phase Two Term). Time is of the essence and the schedule of Phase Two Work is attached hereto as **Exhibit H**. All other provisions in Construction Agreement, ¶ 2 continue to apply herein.
4. CONTRACT SUM. A new Paragraph 4.4 of the Construction Agreement is added for the Phase Two Work, as set forth in **Exhibit I**. All Phase Two funds shall be placed in an escrow fund as agreed by the parties.
5. PERFORMANCE AND PAYMENT BOND. A new Paragraph 13.1 is added for the Phase Two Work as follows. The Contractor shall provide a performance bond, in an amount of no less than one-half of the Phase Two Contract Sum and in a form approved by the County. The County shall reimburse Contractor for the cost of such performance bond, which shall be in addition to the Phase Two sum set forth in **Exhibit J**. The bond shall remain in full force for a period of one (1) year following completion of the Phase Two Work.
6. The Escrow Agreement dated June 27, 2018 and the Addendum dated July 23, 2019 remain in full force and effect.

IN WITNESS THEREOF, the County and Contractor have executed this Addendum to Construction Agreement, the day and year first written above.

County:

By: Don Batchelder, Chair, Board of County Commissioners

Date: _____

Attest:

Contractor:

Deeply Digital, LLC

By: Doug Seacat, Member

Date: _____

EXHIBIT G TO SECOND ADDENDUM TO CONSTRUCTION AGREEMENT
DATED JUNE 30, 2020

PHASE TWO WORK

Phase Two Work is depicted in the map below in green.

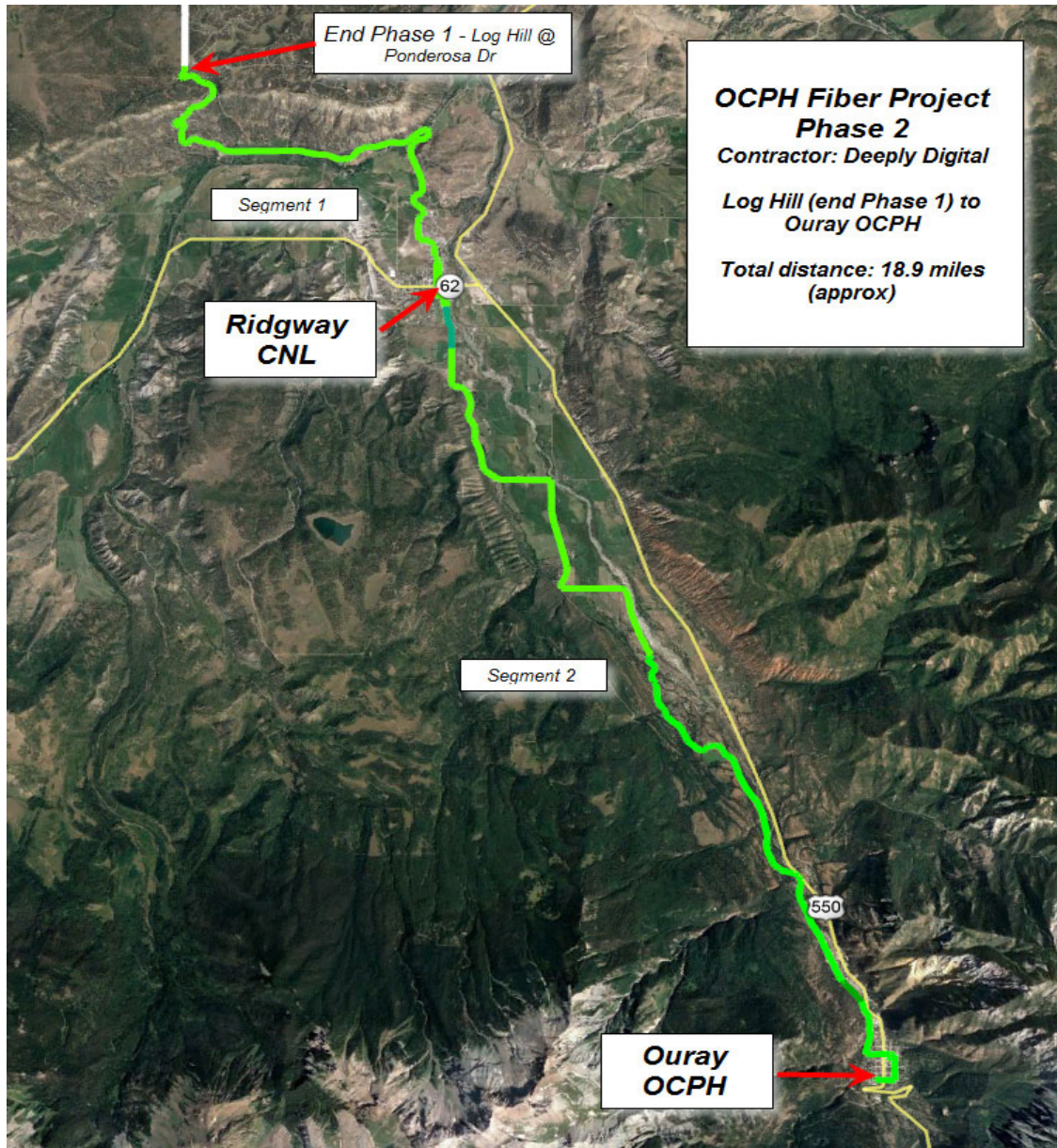
SEGMENT ONE – New Build:

End Phase One (Log Hill, OC Rd 1 at Ponderosa Dr.) to Ridgway CNL... 6.21 miles

SEGMENT TWO – New Build + up to approx. 4262’ existing conduit:

Ridgway CNL to Ouray OCPH at 302 2nd St, Ouray.....12.69 miles

PHASE TWO TOTAL (approx.) 18.90 miles





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343 N 3rd St ■ Montrose, CO 81401 ■ (970) 249-8848 ■ doug@deeply-digital.com

Exhibit H Project Schedule

1. Complete fiber installation for Phase One
2. Complete testing of the IRU Fibers to meet industry standards for single-mode dark fiber and provide certification of the same
3. Permits – **8 Weeks**
 - a. CDOT – if required
 - b. BLM & FS
 - c. Town of Ridgway & City of Ouray
 - d. Ouray County
4. Material Acquisition
 - a. Initial Material – **2 Weeks**
 - b. Total Material – **6 Weeks**
5. Excavation
 - a. Segment 1 – **3 Months**
 - i. Log Hill (Phase 1 end) to Ridgway CNL
 - b. Segment 2 – **4 Months**
 - i. Ridgway CNL to Ouray OCPH
6. Fiber Installation
 - a. Complete installation of Fiber – **6 Weeks**
7. Termination
 - a. Various Splice Locations and Ends – **3 Weeks**
8. Fiber Testing and Mapping
 - a. Certification of Testing – **1 Week**
 - b. Mapping – **1 Week**
9. Cleanup and Closeout Documents – **1 Week**

EXHIBIT I OF SECOND ADDENDUM TO CONSTRUCTION AGREEMENT
DATED JUNE 30, 2020

Phase Two Pricing

As requested in the RFP, we plan on building an underground fiber optic cable network using a combination of technologies to place conduit along county roads between the Ouray Public Health Office and the Montrose County Recreation Center, connecting to Region 10 CNL's (Carrier Neutral Locations) in Ridgway and Ouray. Phase Two will begin at the termination point of Phase One (Log Hill at Ponderosa Dr.), build to the Ridgway CNL, and from there build to the Ouray CNL and terminate at the Ouray OCPH office at 302 2nd. St, Ouray.

The Contract Sum includes all anticipated Excavation, Technical, Labor, Materials, and other items necessary to build the project as described in Exhibit G and H. Items i. through v. are contingent amounts for permit-related expenses which may be required by CDOT, Forest Service and BLM (amounts remaining after Phase One expenses in these categories); as well as anticipated Performance Bond and Professional Services costs, provided on an as-needed basis, and as described in the Agreement Section 13.

| | | | | |
|--------------------------------|--------------------------------|------------------|--------------|---|
| Total Phase 2 | \$ | 2,418,606.82 | | |
| | | | \$ | |
| | | | 1,572,094.43 | USAC Subsidy |
| | | | \$ | |
| | | | 846,512.39 | OCPH contribution (DOLA, etc) |
| | Phase 2 Pricing | | Sub-totals | Notes |
| FIXED COSTS: | | | | |
| | GIS | 7000 | \$7,000 | total from Phase 1 pricing - includes Phase 2 GIS/mapping costs for total project (to DD); |
| | i. CDOT permit(s) | 5000 | \$5,000 | *** total from Phase 1 - determine balance, roll any over to Phase 2 budget, <u>balance to County</u> |
| | ii. MCO Permits (Phase 1 only) | 0 | \$33,600 | *** no Montrose Co permits were required - \$33,600 <u>balance to County</u> |
| | iii. BLM & FS Permits | 3000 | \$3,000 | *** total from Phase 1 - determine balance, roll any over to Phase 2 budget, <u>balance to County</u> |
| | iv. OC Performance Bond | 27686 | \$25,000 | new cost for Phase 2 |
| | | Moved from Phase | | |
| | v. OC Professional Services | 1 | \$7,500 | *** contingency from Phase 1, none used, <u>balance to County</u> |
| | | \$ | | |
| | Sub-Total Fixed Costs | - 42686 | \$81,100 | |
| | | | | |
| Total Remain after Fixed Costs | 2375920.82 | | | figure out how to handle fixed costs, which were all included in Phase 1 (except perhaps Bond?) |
| | | | \$ | |
| | Materials | 315773.60 | 3.16per foot | |
| | | | \$ | |
| | Technical | 152049.10 | 1.52per foot | |
| | | | \$19.12 | |
| | Construction | 1908098.12 | per foot | |
| | | \$2375920.82 | | |

If Change Order(s) result in additional, or fewer, feet or amounts due to a route change or change in scope of the Work, we will be able to adjust our pricing based on the pricing per foot, as shown below.

| | | |
|-------------------------------|---------------------------|-------------|
| CDOT Environmental Assessment | Total Report | \$50,000.00 |
| BLM Environmental Assessment | Total Report | \$6,000.00 |
| Permit Fees | Montrose County Fees/Mile | \$2,800.00 |
| Solid Rock Adder 12 Inch | 1 Foot | \$18.00 |
| Solid Rock Adder 24 Inch | 1 Foot | \$33.60 |
| Cobble Adder | 1 Foot | \$6.00 |
| Trench 24 Depth | 1 Foot | \$13.02 |
| Trench 48 Depth | 1 Foot | \$14.40 |
| Bore | 1 Foot | \$18.00 |
| Bore Rock | 1 Foot | \$36.00 |
| Bridge Attachment | 1 Bridge | \$3,000.00 |
| Pull Fiber | 1 Foot | \$0.90 |
| Hand Hole Placement | 1 Hand Hole | \$150.00 |
| Install Marker Post | 1 Marker Post | \$12.00 |
| Asphalt Cut and Restore | 1 Square Foot | \$60.00 |
| Flow Fill/Concrete | 1 Square Foot | \$150.00 |
| Fiber | 1 Foot | \$0.82 |
| Splicing | 1 Splice | \$36.00 |
| Patch Panels | 1 Patch Panel | \$360.00 |
| Splice Case | 1 Splice Case | \$600.00 |
| Hand Holes | 1 Hand Hole | \$438.00 |
| Marker Post | 1 Marker Post | \$31.92 |
| Duct | 1 Foot | \$0.80 |