CONTRACT#: C23-3283-IT LIVEOAK FIBER, LLC EXCLUSIVE USE OF OPTICAL FIBER EXPIRES: 12/05/2042

# FIBER TASK ORDER APPROVAL FORM

CONTRACT #: C23-3283-IT	
TASK ORDER #: 3	_
TASK ORDER AMOUNT: \$ 49,600.00 (NRC) \$ 15,000/year (YRC)	
CUSTOMER:	
LiveOak Fiber, LLC.	······································
Rob Johnson REPRESENTATIVE'S PRINTED NAME	
Rob Johnson too mensus and to 2020 9 44 251	
SIGNATURE	
Chief Development Officer	
TITLE	DATE
RECOMMENDED FOR APPROVAL (Department Director)  Digitally signed by Dan Samberredelto Date 2023.01.31 16.14.25-0500'  SIGNATURE  IT Director  TITLE	APPROVED BY OKALOOSA COUNTY (Per Purchasing Manual) Table 1  DeRita Digitally signed by DeRita Mason Date: 2023.01.31 16:21:33 -06'00'  PURCHASING MANAGER  DATE  Environ Develope Person Residues
DATE	Faye Douglas Only: 2023/12/02 15:57 41-06:00  OMB DIRECTOR/DATE  DATE
John Hofstad Date 2023,02.01 08 44 47	SEAL SEAL
COUNTY ADMINISTRATOR (If applicable)	Robert A. "Trey" Goodwin III, Chairman
DATE	February 7, 2023
Revised January 21 20:20	

## Okaloosa County Information Technology Agreement for Exclusive Use of Optical Fiber Contract Number C23-3283-IT Fiber Task Order 3

This Fiber Task Order is issued pursuant to the Agreement for Exclusive Use of Optical Fiber dated December 6th, 2022, Between Okaloosa County, Florida (PROVIDER) and LiveOak Fiber, LLC. (CUSTOMER) which is incorporated herein by this reference, with respect to:

Scope of Services

For

Okaloosa County Information Technology Exclusive Use of Optical Fiber

#### **PURPOSE**

The purpose of this Fiber Task Order is to outline activities to be completed at the Shalimar South Head End (SHE) by the PROVIDER, at the CUSTOMER's request. Said activities are outlined in "Scope of Services." This Fiber Task Order also provides "Compensation Provisions" to advise CUSTOMER of the costs associated with the activities to be performed. These costs may be specified in a Not to Exceed (NTE) amount. Actual costs will be disclosed when activities are completed.

TERM 10 years to align with Fiber Task Order 1

**DUE DATE** February 7, 2023 (unless modified by both parties)

### SCOPE OF SERVICES/COMPENSATION PROVISIONS

CUSTOMER shall not enter or perform any activities inside the SHE without permission and supervision of PROVIDER until scope of work below has been substantially completed. CUSTOMER shall receive unescorted access to SHE when PROVIDER deems scope of work has been satisfied and all authorization paperwork and background investigations have been completed. It is at this point proper badging from PROVIDER will be granted allowing unescorted access.

### 1. Non-Recurring Costs (NRC)

1.1. CUSTOMER's additional equipment requires proposed battery back-up equipment be relocated to the exterior of the facility. PROVIDER is requiring this equipment be placed on a concrete pad and suggests it also be protected with bollards. CUSTOMER is responsible for construction of this area. PROVIDER will have associated costs for CEI services at this location and provide space to CUSTOMER on building exterior. The guidelines of this space will coincide with the guidelines of the original contract.

\$10,000.00

1.2. PROVIDER has requested additional racks/equipment be added. The following are the activities and costs associated with these requests. Incurred expenses to add racks/equipment and additional capacity will require recouping of expenditures from CUSTOMER.

1.2.1. Relocate existing colo entry fence and gate	\$20,000.00
1.2.2. Reprogram gate card reader after move	\$1,200.00

# Okaloosa County Information Technology Agreement for Exclusive Use of Optical Fiber Contract Number C23-3283-IT Fiber Task Order 3

1.2.3. Relocate Halon Ceiling Distribution Port (CDP)	\$4,500.00
1.2.4. Provide location for 4" Building Entry (construction by CUSTOMER)	\$400.00
1.2.5. Provide 2" Corrugated Conduit from entry to rack (construction by CUSTOMER)	\$700.00
1.2.6. Provide CEI and tarping services for all activities	\$9,000.00
1.2.7 CUSTOMER's additional equipment will require an existing rack to be moved. PROVIDER will complete this project and coordinate any outages, re-splicing, terminations, and power relocations.	
Total	\$39,600.00

Total NRC: \$49,600.00

### 2. Yearly Recurring Costs (YRC)

2.1. CUSTOMER desires to add a 2nd rack at the SHE. Adding a 2nd rack will be costed to match the original guidelines and have the same limitations and guidelines as per the original agreement.

\$15,000.00

Total YRC: \$15,000.00

## 3. Monthly Construction Engineering Inspection (CEI) or related services

3.1 Ongoing CEI as needed and mutually approved in advance by both parties. When utilized, Provider will invoice Customer at the end of each month or for the duration of a specifically defined project at the discretion of the Provider. Invoice will include sufficient detail to include date, time, task or project name, and other necessary items to substantiate service charge. Payment terms will be IAW Original Agreement.

\$250.00 per hour

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<b>Total NRC</b> (50% at execution of Fiber Order and remainder due upon Completion or Acceptance.)	
Total YRC:	\$15,000.00

As compensation for providing the services under this Fiber Task Order, the CUSTOMER shall pay the PROVIDER in accordance with the December 6th, 2022 agreement for the actual work completed and accepted by the CUSTOMER.

### PERIOD OF SERVICE

The schedule for the services provided under this task order shall be in accordance with the December 6th, 2022 agreement.

# Okaloosa County Information Technology Agreement for Exclusive Use of Optical Fiber Contract Number C23-3283-IT Fiber Task Order 3

### **AUTHORIZED REPRESENTATIVES**

The Authorized Representatives designated below are authorized to act with respect to this Fiber Task Order. Communications between the parties shall be through the Authorized Representatives:

For PROVIDER: For CUSTOMER:

Dan Sambenedetto Rob Johnson

<u>dsambenedetto@myokaloosa.com</u> <u>rob@liveoakfiber.com</u>

1250 Eglin Pkwy N Suite 303 1501 Merchants Way

Shalimar, FL 32579 Niceville, FL 32578

850-651-7570, 850-200-5346

Dan Sambenedetto Rob Johnson

REPRESENTATIVE'S PRINTED NAME REPRESENTATIVE'S PRINTED NAME

 Digitally signed by Dan
 Rob Johnson

 Sambenedetto
 Rob Johnson (Jan 31, 2023 15:51 CST)

SIGNATURE

Okisiossa County Fibridia I G. 144-40 - U U U U

Signature: Rob Johnson Lian 31, 2023 15:51 CS71

Email: rob@liveoakfiber.com

**SIGNATURE** 

Title: Chief Development Officer