

AMENDMENT NUMBER THREE
TO
CONTRACT MA-060-22011018
BETWEEN THE
COUNTY OF ORANGE
AND
INSITE TELECOM, LLC.

This AMENDMENT NUMBER THREE to Contract Number MA-060-22011018 (hereinafter “AMENDMENT NUMBER THREE”) between the County of Orange, a political subdivision of the State of California, operating through its Sheriff-Coroner Department (hereinafter “COUNTY”), and InSite Telecom, LLC., (hereinafter referred to as “CONTRACTOR”) with a place of business at 500 W. Blueridge Ave., Orange, CA 92865-4206 is made and entered upon execution of all necessary signatures.

RECITALS:

WHEREAS, COUNTY and CONTRACTOR executed a Contract for Radio Tower Transmission Equipment Maintenance on February 3, 2022, for a three (3) year term of March 23, 2022, through and including March 22, 2025, in an amount not to exceed \$450,000 renewable for a two (2) year term (hereinafter “ORIGINAL CONTRACT”);

WHEREAS, COUNTY and CONTRACTOR amended Article 10. Cooperative Agreement, of the ORIGINAL CONTRACT on December 11, 2023 (hereinafter “AMENDMENT NUMBER ONE”);

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT on November 19, 2024, for a two (2) year term of March 23, 2025, through and including March 22, 2027, in an amount not to exceed \$300,000; and

WHEREAS, COUNTY and CONTRACTOR amended General Terms and Conditions, Paragraph T. Compliance with Laws and Additional Terms and Conditions, Paragraph 23. Sub-Contracting, of the ORIGINAL CONTRACT, and added Additional Terms and Conditions, Paragraph 26. Conflict of Interest - Contractor’s Personnel (hereinafter “AMENDMENT NUMBER TWO”);

WHEREAS, COUNTY desires to amend Attachment A, Scope of Work, Paragraph I. Scope of Service, of the ORIGINAL CONTRACT, to add terms for the Bell Building Antenna Relocation and to amend Attachment B. Compensation and Pricing Provisions, to increase the not to exceed amount by \$220,000.00 for a new amount not to exceed \$520,000.00 and the CONTRACTOR has agreed to continue to provide those services at the rates set forth in the ORIGINAL CONTRACT;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

1. ARTICLES

- a. Attachment A, Scope of Work, Paragraph I. Scope of Service, of the ORIGINAL CONTRACT is amended in its entirety to read as follows:
 - I. Scope of Service: The Orange County Sheriff Communications Division operates thirty-four radio system facilities. All of the communications facilities have radio antennas, cables, ladders lighting and other equipment attached to various structures.

The structures include multiple free-standing towers up to 71 meters high. One Guy wire tower 100 meters high and various roof top pole structures. The objective of this contract is for installation, removal and maintenance of the equipment attached to the tower and building structures that support the Orange County communication systems. Structural modifications to the facilities are not included in the scope of this Contract.

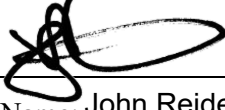
Contractor shall provide and deliver Radio Tower Transmission Equipment and Maintenance to County as follows:

1. Provide maintenance and repair of transmitting and receiving antennas, antenna cable, base stations and microwave radios including dishes and waveguide.
 2. Perform emergency antenna and site repairs.
 3. Communications towers are located at various sites in Orange County.
 4. Installation of antennas and accompanying equipment at 1382 Bell Avenue, Tustin, CA 92780.
 - i. New antennas and cabling shall be supplied by County.
 - ii. Services under this section shall be given the highest priority and will be completed on or before June 1, 2025.
 - iii. Contractor shall begin work under this section no later than 10 calendar days upon County request.
- b. Attachment B, Compensation and Pricing Provisions, of the ORIGINAL CONTRACT, is amended in part as follows:
- Contract term of March 23, 2025, through and including March 22, 2026, shall not exceed \$370,000.00.
- Contract term of March 23, 2026, through and including March 22, 2027, shall not exceed \$150,000.00.
2. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.

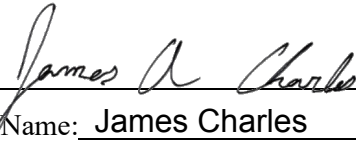
-Signature Page to Follow-

IN WITNESS WHERE OF, the Parties have executed this AMENDMENT NUMBER THREE to Contract number MA-060-22011018.

*Contractor: **InSite Telecom, LLC.**

By:  Title: President
Print Name: John Reider Date: 1/31/2025

*Contractor: **InSite Telecom, LLC.**

By:  Title: CFO
Print Name: James Charles Date: 1/31/2025

**If the contracting party is a corporation, (2) two signatures are required: (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.*

The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above-described provision.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

County Of Orange

A political subdivision of the State of California



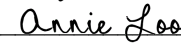
Sheriff-Coroner Department

By: _____ Title: _____
Print Name: _____ Date: _____

Approved by the Board of Supervisors: _____

Approved as to Form

Office of the County Counsel
Orange County, California

By: 
Deputy B7726751D1E947E...

AMENDMENT NUMBER TWO
TO
CONTRACT MA-060-22011018
BETWEEN THE
COUNTY OF ORANGE
AND
INSITE TELECOM, LLC.

This AMENDMENT NUMBER TWO to Contract Number MA-060-22011018 (hereinafter “AMENDMENT NUMBER TWO”) between the County of Orange, a political subdivision of the State of California, operating through its Sheriff-Coroner Department (hereinafter “COUNTY”), and InSite Telecom, LLC., (hereinafter referred to as “CONTRACTOR”) with a place of business at 500 W. Blueridge Ave., Orange, CA 92865-4206 is made and entered upon execution of all necessary signatures.

RECITALS:

WHEREAS, COUNTY and CONTRACTOR executed a Contract for Radio Tower Transmission Equipment Maintenance on February 3, 2022, for a three (3) year term of March 23, 2022, through and including March 22, 2025, in an amount not to exceed \$450,000 renewable for a two (2) year term (hereinafter “ORIGINAL CONTRACT”);

WHEREAS, COUNTY and CONTRACTOR amended Article 10. Cooperative Agreement, of the ORIGINAL CONTRACT on December 11, 2023(hereinafter “AMENDMENT NUMBER ONE”);

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT for a two (2) year term of March 23, 2025, through and including March 22, 2027, in an amount not to exceed \$300,000 and the CONTRACTOR has agreed to continue to provide those services at the rates set forth in the ORIGINAL CONTRACT; and

WHEREAS, COUNTY desires to amend General Terms and Conditions, Paragraph T. Compliance with Laws and Additional Terms and Conditions, Paragraph 23. Sub-Contracting, of the ORIGINAL CONTRACT, and to add Additional Terms and Conditions, Paragraph 26. Conflict of Interest - Contractor’s Personnel, and the CONTRACTOR has confirmed in writing that they understand and are in compliance with the changes to those terms as stated herein;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

1. ARTICLES

- a. Additional Terms and Conditions, Section 2. Term of Contract, of the ORIGINAL CONTRACT is amended to read in its entirety as follows:

2. Term of Contract:

This Contract shall commence upon execution of all necessary signatures, and continue in effect from March 23, 2022, through and including March 22, 2027, unless otherwise terminated by COUNTY.

- b. Additional Terms and Conditions, Section 3 – Renewals, of the ORIGINAL CONTRACT is amended in its entirety as follows:

3. Renewal: This Contract is not renewable.
- c. Attachment B, Compensation and Pricing Provisions, of the ORIGINAL CONTRACT, is amended in part as follows:

Contract term of March 23, 2025, through and including March 22, 2026, shall not exceed \$150,000.00.

Contract term of March 23, 2026, through and including March 22, 2027, shall not exceed \$150,000.00.

- d. General Terms and Conditions, Paragraph T. Compliance with Laws, of the ORIGINAL CONTRACT, is amended in its entirety to read as follows:

T. Compliance with Laws:

Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of the Insurance and Indemnification section, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

Contractor shall remain in compliance and in good standing, maintaining current and active business entity and/or nonprofit registration status, with all applicable federal, state and local registration requirements at the time of execution of the contract through the duration of the term of the Contract, and shall provide annual confirmation of current and active status to County through the term of the Contract.

- e. Additional Terms and Conditions, Paragraph 23. Sub-Contracting of the ORIGINAL CONTRACT is amended in their entirety as follows:

23. Sub-Contracting:

No performance of this Contract or any portion thereof may be subcontracted or otherwise delegated by Contractor, in whole or in part, without first obtaining the prior express written consent of County. Any attempt by Contractor to subcontract or delegate any performance of this Contract without the prior express written consent of County shall be invalid and shall constitute a material breach of this Contract, and any attempted assignment or delegation in derogation of this paragraph shall be void.

In the event that Contractor is authorized by County to subcontract, this Contract shall take precedence over the terms of the agreement between Contractor and subcontractor, and any agreement between Contractor and a subcontractor shall incorporate by reference the terms of this Contract. Contractor shall remain responsible for the performance of this Contract and indemnification of County notwithstanding the County's consent to Contractor's request for approval of a subcontractor. Under no circumstances shall County be required to directly monitor the performance of any subcontractor. All work performed by a subcontractor must be monitored by Contractor and must meet the approval of the County of Orange pursuant to the terms of this Contract.

- f. Additional Terms and Conditions, of the ORIGINAL CONTRACT, are amended to add Paragraph 26. Conflict of Interest - Contractor's Personnel as follows:

26. Conflict of Interest – Contractor's Personnel:


Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of County. This obligation shall apply to Contractor, Contractor's officers, directors, employees, agents, and subcontractors associated with accomplishing work and services hereunder. Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of County.

Contractor shall notify County, in writing, of any potential or actual conflicts of interest between Contractor and County that may arise prior to, or during the period of, Contract performance, including, but not limited to, whether any known County public officer's child is an officer or director of, or has an ownership interest of ten (10) percent or more in, Contractor. While Contractor will be required to provide this information without prompting from County any time there is a change regarding conflict of interest, Contractor must also provide an update to County upon request by County.

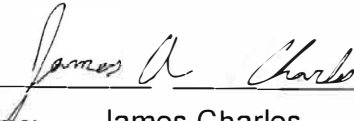
2. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.

IN WITNESS WHERE OF, the Parties have executed this AMENDMENT NUMBER TWO to Contract number MA-060-22011018.

***Contractor: InSite Telecom, LLC.**

By:  Title: President
Print Name: John Reider Date: 11/11/2024

***Contractor: InSite Telecom, LLC.**

By:  Title: CFO
Print Name: James Charles Date: 11/11/2024

**If the contracting party is a corporation, (2) two signatures are required: (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.*

The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above-described provision.


In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

County Of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By:  Title: Supervising PCS
Print Name: MARIA AYALA Date: 11/19/24



**AMENDMENT NUMBER 1
TO
CONTRACT MA-060-22011018
FOR
RADIO TOWER TRANSMISSION EQUIPMENT MAINTENANCE**

This Amendment to Contract Number MA-060-22011018 for Radio Tower Transmission Equipment Maintenance is made and entered into between the County of Orange, a political subdivision of the State of California (“County”) and InSite Telecom, LLC, a limited liability company of California (“Contractor”), with County and Contractor sometimes referred to individually as “Party” or collectively as “Parties”.

RECITALS

WHEREAS, the Parties executed Contract MA-060-22011018 for Radio Tower Transmission Equipment Maintenance effective March 23, 2022 through March 22, 2025; and,

WHEREAS, the Parties now desire to enter into Amendment No. 1 to modify Article 10 “Cooperative Agreement” of the Contract, effective upon signatures,

NOW, THEREFORE, County and Contractor agree to amend the Contract as follows:

1. Article 10 has been amended and replaced in its entirety with the following.

10. Cooperative Agreement: The provisions and pricing of this Contract may be extended, at the option of Contractor, to any Municipal, County, Public Utility, Hospital, Educational Institution, or any other non-profit or governmental organization (the “Cooperative Program”). Parties in a Cooperative Program wishing to use this Contract will be responsible for issuing their own purchase documents / price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any agreement entered into with another agency or entity that is entered into pursuant to the provisions and pricing of this Contract a clause that binds the parties to the agreement to “indemnify, defend with counsel approved in writing by the County of Orange, California (“County”), and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County’s Board of Supervisors acts as the governing Board (“County Indemnitees”) harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided” under the agreement.. Failure to so include this clause voids the Contract’s extension to a Cooperative Program and will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The County of Orange makes no guarantee of usage by other users of this Contract.

As a cost-recovery mechanism for County, a 2 percent administrative rebate on total sales from all subordinate contracts will be paid to the County for any contracts the Contractor agrees to enter into with another agency or entity, other than the County of Orange or a department thereof, under the provisions and pricing of this Contract. The County has partnered with Pavilion, a third-party administrator, responsible for managing all reporting and payments under this Cooperative Program. The Contractor shall provide quarterly Volume Sales Reports about additional sales to other entities under the provisions and pricing of this Contract. The Reports shall include the ordering agency, detail of items sold including description, quantity, and price, and shall include all transactions pertaining to sales under the Contract provisions and pricing for that Reporting Period. Contractor shall provide the Volume Sales Reports regardless of whether or not any sales have been conducted. Failure of the Contractor to provide quarterly reports as required may be deemed by the County as a material breach

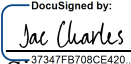
of the Contract. A late penalty of 15 percent on the value of the rebate may be assessed to the Contractor for each month the payments are not received. Attachment A

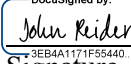
2. All other terms and conditions contained in this Contract shall remain unchanged and with full force and effect.

SIGNATURE PAGE

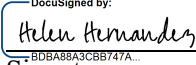
IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the dates following their respective signatures.

INSITE TELECOM, LLC, a limited liability company of California

Jac Charles	CFO
Print Name	Title
	11/21/2023
Signature	Date

John Reider	President
Print Name	Title
	11/21/2023
Signature	Date

COUNTY OF ORANGE, a political subdivision of the State of California

Helen Hernandez	Deputy Purchasing Agent
Print Name	Title
	12/11/2023
Signature	Date

*Pursuant to California Corporations Code Section 313, if Contractor is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer of any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the corporation.

Contract MA-060-22011018
with
InSite Telecom, LLC.
for
Radio Tower Transmission Equipment Maintenance

This Contract MA-060-22011018 for Radio Tower Transmission Equipment Maintenance (hereinafter referred to as “Contract”) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California (hereinafter referred to as “County”) and InSite Telecom, LLC., with a place of business at 521 W Briardale Ave, Orange, CA 92865-4207 (hereinafter referred to as “Contractor”), with a County and Contractor sometimes referred to as “Party” or collectively as “Parties”.

ATTACHMENTS

This Contract is comprised of this documents and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

- Attachment A – Scope of Work
- Attachment B – Compensation and Pricing Provision
- Exhibit I – General Installation Guidelines

RECITALS

WHEREAS, Contractor and County are entering into this Contract for Radio Tower Transmission Equipment Maintenance under a firm fixed fee Contract; and

WHEREAS, County solicited Contract for Radio Tower Transmission Equipment Maintenance as set forth herein, and Contractor represented that it is qualified to provide Radio Tower Transmission Equipment Maintenance to the County as further set forth here; and

WHEREAS, Contractor agrees to provide Radio Tower Transmission Equipment Maintenance to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Compensation and Pricing Provision, attached hereto as Attachment B; and

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

General Terms and Conditions:

- A. Governing Law and Venue: This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. Entire Contract: This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or

binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.

- C. Amendments: No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. Taxes: Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. Delivery: Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. Acceptance Payment: Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. Warranty: Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnitees as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. Patent/Copyright Materials/Proprietary Infringement: Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.
- I. Assignment: The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this

Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
- O. **Insurance Provisions:** Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-

insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claims-made \$1,000,000 aggregate

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the *County of Orange its elected and appointed officials, officers, agents and employees as Additional Insured's*, or provide blanket coverage, which will state *AS REQUIRED BY WRITTEN CONTRACT*.
- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.
- 3) The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the *County of Orange, its elected and appointed officials, officers, agents and employees* or provide blanket coverage, which will state *AS REQUIRED BY WRITTEN CONTRACT*.

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

If Contractor's Professional Liability is a "Claims-Made" policy, Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract.

The Commercial General Liability policy shall contain a severability of interest's clause also known as a "separation of insured's" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

- P. Changes: Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- Q. Change of Ownership/Name, Litigation Status, Conflict with County Interests: Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and Contractor obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

- R. Force Majeure: Contractor shall not be assessed or be found in breach during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- S. Confidentiality: Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- T. Compliance with Laws: Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

- U. Freight: Prior to the County's express acceptance of delivery of products. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- V. Severability: If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. Attorney Fees: In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. Interpretation: This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- Y. Employee Eligibility Verification: The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Z. Indemnification: Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- AA. Audits/Inspections: Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this agreement shall be forwarded to the County's project manager.

BB. Contingency of Funds: Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

CC. Expenditure Limit: The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

Additional Terms and Conditions

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which County will procure and receive goods/services from Contractor as set forth in the Scope of Work, which is attached hereto as Attachment A and incorporated by this reference.
2. **Term of Contract:** This Contract shall commence on March 23, 2022 and continue through and including March 22, 2025, unless otherwise terminated by County. This Contract may be renewed as set forth in paragraph 3 below.
3. **Renewal:** This Contract may be renewed by mutual written agreement of both Parties for a two (2) year term. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.
4. **Adjustments – Scope of Work:** No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.
5. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - A. Terminate the Contract immediately, pursuant to Section K herein;
 - B. Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - C. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
 - D. Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
6. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans

with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

7. Conflict of Interest – County Personnel: The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
8. Contractor’s Project Manager and Key Personnel: Contractor shall appoint a Project Manager to direct the Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County’s Project Manager, which consent shall not be unreasonably withheld.

The Contractor’s Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County’s Project Manager shall have the right to require the removal and replacement of the Contractor’s Project Manager from providing services to the County under this Contract. The County’s Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within five (5) business days after written notice by the County’s Project Manager. The County’s Project Manager shall review and approve the appointment of the replacement for the Contractor’s Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor’s Project Manager from providing further services under the Contract.

9. Conditions Affecting Work: The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.
10. Cooperative Agreement: The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of this Contract a Contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

The Contractor shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County’s request.

11. Data – Title To: All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express

written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.

12. **Default – Reprocurement Costs:** In case of Contract breach by Contractor, resulting in termination by the County, the County may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.
13. **Drug-Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:
- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
 - B. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The organization’s policy of maintaining a drug-free workplace;
 - 3. Any available counseling, rehabilitation and employee assistance programs; and
 - 4. Penalties that may be imposed upon employees for drug abuse violations.
 - C. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
 - 1. Will receive a copy of the company’s drug-free policy statement; and
 - 2. Will agree to abide by the terms of the company’s statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

- 1. The Contractor has made false certification, or
 - 2. The Contractor violates the certification by failing to carry out the requirements as noted above.
14. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a “service provider” to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term “service provider” is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as “an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state.” The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as “an individual who is not an employee of the government entity for California purposes and who receives compensation or executes a contract for services performed for that government entity either in or outside of California.”

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at http://www.edd.ca.gov/Employer_Services.htm

15. Errors and Omissions: All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.
16. Equal Employment Opportunity: The Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

17. News/Information Release: The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's Project Manager.
18. Notices: Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: InSite Telecom, LLC.
 521 W Briardale Ave
 Orange, CA 92865-4207
 Attn: Ken Nelson
 Phone: 714-282-0663
 Email: knelson@insitetelecom.com

County: Sheriff-Coroner Department / Technology Division
 840 N Eckhoff St Ste 104
 Orange, CA 92868-1021
 Attn: Bonnie Blackburn
 Phone: 714-834-3184
 Email: bblackburn@ocsheriff.gov

Assigned DPA: County of Orange
 Sheriff-Coroner Department / Purchasing Services Unit
 320 N Flower St 2nd FL
 Santa Ana, CA 92703-5000
 Attn: Dat T. Thai
 Phone: 714-834-3381
 Email: dthai@ocsheriff.gov

19. Precedence: The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.
20. Termination – Orderly: After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.
21. Usage: No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.
22. Usage Reports: The Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of the County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of the contract term, or any subsequent renewal term, if applicable.
23. Sub-Contracting: No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor, and shall

incorporate by reference the terms of this Contract. The County shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.

24. Substitutions: The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.
25. Prevailing Wage (Labor Code §1773): Pursuant to the provisions of Section 1773 of the Labor Code of the state of California, the Contractor shall comply with the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime wages in this locality for each craft, classification, or type of worker needed to execute this Contract. The rates are available from the Director of the Department of Industrial Relations at the following website: <http://www.dir.ca.gov/dlst/DPreWageDetermination.htm>. The Contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates. The Contractor shall comply with the provisions of Sections 1775 and 1813 of the Labor Code.

-Signature Page to Follow-

Signature Page

The Parties hereto have executed this Contract Number MA-060-22011018 for Radio Tower Transmission Equipment Maintenance on the dates shown opposite their respective signatures below.

*Contractor: InSite Telecom, LLC.

By: [Signature] Title: CFO

Print Name: James A Charles Date: 11/27/2022

*Contractor: InSite Telecom, LLC.

By: [Signature] Title: PRESIDENT

Print Name: JOHN BENDER Date: 1/27/22

**If the contracting party is a corporation, (2) two signatures are required: (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision.*

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

County Of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By: [Signature] Title: Supervising PCS

Print Name: Olivia Pinedencio Date: 2/3/22

ATTACHMENT A

Scope of Work

I. Scope of Service

The Orange County Sheriff Communications Division operates thirty four radio system facilities. All of the communications facilities have radio antennas, cables, ladders lighting and other equipment attached to various structures. The structures include multiple free standing towers up to 71 meters high. One Guy wire tower 100 meters high and various roof top pole structures. The objective of this contract is for installation, removal and maintenance of the equipment attached to the tower and building structures that support the Orange County communication systems. Structural modifications to the facilities are not included in the scope of this Contract.

Contractor shall provide and deliver Radio Tower Transmission Equipment Maintenance to County as follows:

1. Provide maintenance and repair of transmitting and receiving antennas, antenna cable, base stations and microwave radios including dishes and waveguide.
2. Perform emergency antenna and site repairs.
3. Communications towers are located at various sites in Orange County.

II. General Requirements

1. Contractor must be reachable by telephone or pager 24 hours per day, 365 days per year.
2. Contractor shall respond within four hours after notification to site location or to the Orange County Sheriff's Department, Communications Division, Parts Warehouse, located at 840 N. Eckhoff St Ste 104, Orange, CA 92868-1021, for routine work. A two hour response time will be required for emergency repairs and installation, allowing for weather and road access restrictions.
3. All work performed by Contractor shall comply with the Orange County Sheriff's Department/Communications Division's General Installation Guidelines, Exhibit I. The County reserves the rights to amend the General Installation Guidelines when necessary during the term of the Contract.

III. Certification and Qualification Requirements

1. Contractor's tower workers and supervisors shall be trained and certified tower climbers with an active license during the entire term of the Contract. Contractor shall use all required climbing safety equipment. The Contractor shall employ a program of regular climbing apparatus testing. Proof of current certification for tower climbing and documentation of compliance and testing for each employee must be submitted with this bid response.
2. Contractor's tower workers and supervisors shall be trained in Electromagnetic Energy Safety (EME Safety) and compliance and possess personal Radio Frequency Safety (RF Safety) dosimeter monitoring devices. These must be operated at County job working in high Radio Frequency (RF) energy locations. No tower work shall be performed without the presence of a Contractor provided safety person onsite. Where necessary, County operated transmitters shall be turned off to meet Federal Communications Commission Electromagnetic Energy Safety (FCC EME Safety) occupational regulations of tower workers.

3. Contractor must have suitable off-road vehicles capable of accessing remote sites during adverse weather conditions. All off-road vehicles must employ suitable exhaust system spark suppression to minimize fire danger.
4. Contractor's employees must be trained and currently certified in first aid and CPR, maintaining an industrial type first aid kit in their vehicles at all times.
5. Contractor's employees must be trained in fire protection as it applies to remote radio sites, and shall maintain a suitable portable fire extinguisher and a hand shovel in their vehicles at all times when working on County remote sites.
6. Contractor's employees shall be trained in health and safety per the County's requirements as it applies to remote sites and per CALOSHA requirements.
7. Contractor must have an Orange County Business License for the past five (5) Years.
8. Contractor shall have Equipment warehouse Facility and transportation capabilities.
9. Contractor shall have full Communications site construction experience, including Heating Ventilating and Air Conditioning (HVAC).
10. Contractor shall have experience in Tower erecting including portable site installations.
11. Contractor shall have experience with Grounding system installation, Solar power systems installation and optimization, DC Power installation, Fiber installation both splicing and testing.
12. Contractor shall have Microwave, paging and cellular antenna line installation and optimization. System sweep testing and passive intermodulation (PIM) testing.
13. Contractor shall have Site surveys and tower mapping to include as-built reports, site condition, power surveys and inventory.
14. Contractor shall have Line-of-Site path flashing for point to point Microwave applications, and site decommissioning and demolition.
15. Contractor shall have Radio Frequency (RF) Electro Magnetic Exposure (EME) monitoring capabilities.
16. Contractor shall be capable of repairing and maintaining FAA tower clearance light systems.

ATTACHMENT B

Compensation and Pricing Provisions

1. Compensation: This is a firm-fixed fee Contract between the County and Contractor for Radio Tower Transmission Equipment Maintenance as set forth in Attachment A, "Scope of Work".

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. The County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Articles C. Amendments of the County Contract Terms and Conditions.

2. Fees and Charges: County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:
 - The hourly rate listed below includes all cost for the work including direct and indirect labor charges, truck, all necessary equipment, tools, travel, and other expenses.
 - Labor hour shall be charged on the basis of actual time spent on each job, not on portal-to-portal basis, and shall be computed to nearest one quarter (1/4) hour.
 - Premium Hour or Special Hour rates will be not paid on non-emergency response requests unless specifically authorized by the County Project Manager.

Item	Description	Cost
1	REGULAR HOURS Monday – Friday 0800 – 1700 PST	\$90.00/hour
2	PREMIUM HOURS Monday – Friday 1700 – 0800 PST	\$90.00/hour
3	SPECIAL HOURS Saturday Sunday and Holidays	\$90.00/hour
4	MATERIALS CHARGE (Contractor cost plus percentage markup) <ul style="list-style-type: none"> •Material cost will be paid based on actual invoice cost to the Contractor plus the percentage markup. •All materials items for each location shall be listed on the invoice by location. •Copies of the actual purchase invoices for each item costing more than \$50.00 shall be attached to the invoice. 	10%

Contract term of 3/23/2022 – 3/22/2023 shall not exceed \$150,000.00.

Contract term of 3/23/2023 – 3/22/2024 shall not exceed \$150,000.00.

Contract term of 3/23/2024 – 3/22/2025 shall not exceed \$150,000.00.

3. Price Increase/Decreases: No price increases will be permitted during the first year of the contract. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County

of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.

4. **Firm Discount and Pricing Structure:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.
5. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
6. **Payment Terms – Payment in Arrears:** Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

7. **Taxpayer ID Number:** The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.
8. **Payment – Invoicing Instructions:** The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:
 - a. Contractor's name and address
 - b. Contractor's remittance address, if different from 1 above
 - c. Contractor's Taxpayer ID Number
 - d. Name of County Agency/Department
 - e. Delivery/service address
 - f. Master Agreement (MA) or Purchase Order (PO) number
 - g. Agency/Department's Account Number
 - h. Date of invoice
 - i. Product/service description, quantity, and prices
 - j. Sales tax, if applicable
 - k. Freight/delivery charges, if applicable
 - l. Total

Invoice and support documentation are to be forwarded to:

Sheriff-Coroner Department / Technology Division
840 N Eckhoff St Ste 104
Orange, CA 92868-1021
Attn: Bonnie Blackburn
Phone: 714-834-3184
Email: bblackburn@ocsheriff.gov

9. Payment (Electronic Funds Transfer (EFT))

The County of Orange offers Contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact the assigned Deputy Purchasing Agent. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.

10. Year end and Final Invoices

At the end of each term of the Contract, and upon final termination, Contractor shall submit final invoices for services rendered or goods accepted by County under the Contract term (typically one year) within ninety (90) days. For example, if the term of a Contract ends, or the Contract expires without being renewed on June 30th, any and all invoices for services rendered or goods accepted by County during the preceding term of the Contract shall be submitted to County on or before September 28. In the event the ninetieth (90th) day falls on a weekend or County holiday, the deadline for submission of invoices shall be extended to the next business day. County holidays include New Year's Day, Martin Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

Contractor's failure to submit invoices pursuant to the deadlines established herein may be deemed a breach and shall be a basis for the County to refuse payment.

EXHIBIT I

COUNTY OF ORANGE
SHERIFF-CORNER DEPARTMENT
COMMUNICATIONS DIVISION

General Installation Guidelines

The following guidelines are provided for installation of equipment and various systems, including antennas and antenna systems, consoles, data systems, voice transmitting and receiving equipment, microwave equipment, and other miscellaneous systems and equipment at various facilities within the County of Orange.

Any variation in these guidelines shall require the approval of the County Project Manager.

COMMUNICATIONS ANTENNAS:

All communications antennas, regardless of specific installation location, shall be erected in such a manner as to be plumb. Antennas shall be installed on mounts provided. If fabrication is necessary antenna mounts shall be HOT-DIP GALVANIZED after fabrication. Antenna mounting hardware shall be of HOT-DIP GALVANIZED or STAINLESS STEEL material. Conduit (which is already galvanized) may be utilized when mounting antennas to buildings, wooden poles or other non-tower structures. Exterior utilization of ELECTRO-GALVANIZED or PLATED material for any type of installation is not permissible.

If the galvanizing on any antenna support is heavily scratched, saw cut, drilled or destroyed in any manner, the damaged area should be repaired using COLD GALVANIZING COMPOUND.

Antenna mounting hardware shall provide a good bond between antenna and antenna mount.

Utilization of side-arm kits and crossover plates for antenna installations on towers is discouraged and shall be considered only on an "as-needed" basis. Utilization of side-arm kits for mounting of antennas on towers having a taper will not be permitted.

OCSD/Communications Division shall make antenna location assignments for all antenna installations at County-controlled sites. The OCSD/Communications Division may also (upon request) make recommendations for installations under the jurisdiction of other agencies. However, unless specifically requested, all Non County installations shall be coordinated with the controlling agency.

COMMUNICATIONS ANTENNA COAXIAL FEED LINE:

All antennas shall have a jumper constructed of Andrew Corp. LDF4-50A (not to exceed 50 inches) and Andrew Corp. LDF5-50A as the primary feed line. A "drip loop" shall be formed as the jumper or feed line is installed. The manufacturer-recommended bending radius specifications shall not be exceeded. Coaxial feed line connectors shall not fall within, or be obscured by, any antenna support pipe or conduit run when making antenna feed line installations inside of support pipes or conduit runs. Antenna feed line runs to be installed in conduit or pipes will require special consideration and the approval of the OCSD/Communications Division.

All antenna feed line runs to be installed on the Sierra Peak tower shall follow the appropriate Unistrut bracket antenna feed line support. This is dependent upon which side of the tower the antenna is to be mounted. All antenna feed line runs shall be secured to the existing Unistrut brackets with HOT-DIP GALVANIZED Unistrut clamps and STAINLESS STEEL hardware.

All antenna feed line runs to be installed on the Signal Peak tower shall follow the appropriate antenna feed

line ladder support. This is dependent upon which side of the tower the antenna is to be mounted. All antenna feed line runs shall be secured to the antenna feed line ladder by using a hanger kit similar to Andrew Corporation Type 42396A-5.

All antenna feed line runs to be installed at the remaining remote site towers shall follow the appropriate antenna feed line ladder support. This is dependent upon which side of the tower the antenna is to be mounted. Accordingly, inside and outside positions on the cable ladder shall be evenly utilized when making antenna feed line installations. All antenna feed line runs shall be secured to the antenna feed line ladder by using the Andrew Corporation snap-in hanger kit (part number 206706-2).

On towers where antenna feed line support systems have not been provided, antenna feed line runs may be secured by the utilization of stainless angle adapter clamps (Andrew part number 31768A) and the appropriate Andrew hanger kit number for size of cable) attached to the tower face cross angles. At other locations where galvanized pipe or electrical conduit has been utilized for mounting antennas, the vertical antenna feed line runs may be secured by the utilization of stainless steel wrap-lock or stainless steel ties. When installing antenna feed line runs, no feed line shall be attached to or supported by any other individual antenna feed line run already installed. Attachment intervals shall follow that of the manufacturer recommendation as provided in the Andrew Corp. reference catalog.

The utilization of messenger cable for antenna feed line support shall be considered on an "as-needed" basis.

Cable trays are provided externally at some locations from antenna towers to buildings and along building antenna feed line entryways. All antenna feed line runs shall be secured to the cable tray by the utilization of black nylon cable ties, with a Panduit specification size 4 and a cross section of H.

Antenna feed line entryways are provided for each individual equipment row. All antenna feed line runs entering or exiting these buildings shall utilize the appropriate entryway for the equipment row being utilized. Each entryway port shall be fully utilized prior to the use of another entryway. Entryway ports at Signal Peak and Sierra Peak shall be sealed with Andrew Type 34283 Connector Burial Kit or similar type material. Microflect entryway boots are provided for the remaining remote sites.

All antenna feed line runs inside buildings (where cable trays are provided) may be secured by utilization of black nylon cable ties. Where cable trays are not provided, the use of jiffy clips, one-hole pipe straps, rigid conduit straps, Unistrut and Unistrut clamps or black nylon cable ties shall be permitted to secure antenna feed line runs. Utilization of ELECTRO-GALVANIZED or PLATED material inside of buildings is permitted.

When Andrew Corp. LDF5-50A antenna feed line is used for the primary run, it shall terminate (when cable trays are provided) approximately twelve inches prior to being centered over a radio rack or radio cabinet. A jumper cable utilizing Andrew Corp. LDF4-50A shall be constructed to connect the antenna feed line to a base station, duplexer, transmitter combiner or receiver combiner, etc. In some cases RG-214, RG-142, RG-400 or Andrew FSJ4-50B may be permitted.

If a coax protector is to be utilized for the installation, it shall be installed in the cable tray between the 7/8" run of antenna feed line and the jumper cable going to the equipment. The coax protector shall be connected to the ground bus at this point. PolyPhaser (part number IS-B50HN-MA) shall be used for single station installations and an IS-PT50HN-MA or similar shall be used for installations with combiners.

All antenna feed line runs shall have cable identification tags and shall denote antenna location on tower. An antenna location chart and antenna feed line run chart shall be provided by OCSD/Communications for each County-controlled site.

The antenna feed line point of connection to a vertical antenna (Stationmaster type) shall be sealed with

electrical tape. A minimum of three wraps shall be utilized. All other types of antennas, with exposed connectors, shall be sealed with Andrew Corp. Type 34283 Connector Burial Kit. This shall consist of one wrap of electrical tape, one wrap of Type 34283 Connector Burial Kit and three additional wraps of electrical tape. All wraps shall be pulled tight.

The point of connection of the Andrew Corp. LDF4-50A and LDF5-50A (on the antenna end) shall be sealed. This shall consist of one wrap of electrical tape, one wrap of Andrew Type 34283 Connector Burial Kit and three additional wraps of electrical tape. All wraps shall be pulled tight.

All antenna feed line runs shall be grounded at the top of all antenna tower structures. This will require the installation of a grounding kit similar to Andrew Corp. Type 204989-2 Strap Kit (for Andrew Corp. LDF5-50A) or appropriate kit number for the antenna feed line being used. The grounding kit shall be placed just prior to the antenna feed line starting down the vertical run. All antenna feed line runs shall again be grounded at the bottom of the vertical run with the same type grounding kit. It shall be placed just prior to the antenna feed line starting the horizontal run at the bottom of the tower. Grounding shall be by attachment to the tower by the use of stainless steel angle adapter clamps and stainless steel screws.

All antennas supported by wooden poles, electrical conduit, or pipe, mounted to building sides or through the roof, shall utilize some type of grounding system. Where possible, this type of support should have, at minimum, a number two wire running to a grounding rod.

CADWELD process shall be utilized to bond the grounding rod and ground wire together. The grounding rod shall be (at minimum) a 5/8-inch steel, copper clad rod with a minimum length of eight feet. This rod should be driven to a depth of eighteen inches below the surface. In some installations this will not be practical, and in these cases a 3/4-inch steel, copper clad rod ten feet in length shall be utilized. This condition shall exist when concrete or asphalt must be penetrated to install a single grounding rod.

MICROWAVE DISH INSTALLATION:

All microwave dish mounts shall be HOT-DIPPED GALVANIZED after fabrication. Each microwave dish leg mount shall be constructed and mounted so as to be plumb. All microwave dishes, after mounting, shall have a stabilizer arm attached and shall be properly anchored so as to prohibit the microwave dish from moving during high winds. Mounting of microwave dishes between tower legs shall be considered on an "as-needed" basis.

Elliptical waveguide shall be utilized for all microwave installations from 6 GHz through 18 GHz. All microwave waveguide shall be grounded by following the same procedure as that of antenna feed line grounding. The required grounding kit shall be obtained from the Andrew Corp. reference catalog for the type of waveguide being utilized. Special consideration shall be given to microwave waveguide installations and shall require contacting the OCSD/Communications Division.

EQUIPMENT INSTALLATIONS:

The County radio facilities are designed to utilize open rack mounting for equipment installation. Floor spacing and electrical outlet spacing in cable trays follow this pattern, which is designed to maximize the amount of equipment within the available floor space.

Some radios, when manufactured, are designed to have the antenna connectors and control cables exit to the side. Side-mounted connectors require additional and odd spacing and disrupt designated floor plans. Mounting of this type of equipment, without modification, shall not be permitted in primary site radio facilities. It may however, be permitted with a single-station installation in County facilities other than primary sites and at locations other than County radio facilities. Installation of this type of equipment shall require coordination for facilities under the jurisdiction of other agencies.

All equipment shall be securely anchored to resist upset in the event of seismic activity. RAMSET/RED HEAD RM-58 anchors, in conjunction with a grade five bolt, shall be utilized to secure radio racks or cabinets to concrete floors. A minimum bolt size of 5/8-inch shall be utilized. Care should be exercised in selecting proper length of bolt, proper size flat and lock washers. Racks or cabinets shall be shimmed so as to provide a plumb installation. If applicable, the first rack in each row shall be anchored to the wall. All additional racks (when installed) shall be bolted to the adjacent rack at the top. Every third racks shall be restrained at the top with an earthquake-bracing kit.

When anchoring equipment to raised flooring, the proper anchor shall be installed in the concrete floor. The retaining bolt or threaded rod shall extend from the anchor to the equipment to be anchored. If applicable, racks shall be restrained at the top.

The OCSD/Communications Division for locations under county control shall make floor space assignments. Installations of equipment shall be well planned in order to provide a minimum of interference or downtime to system users. All installations or modifications that require the disabling of an operational system shall be coordinated with the proper jurisdiction. All equipment installations shall comply with all local building and electrical codes.

All equipment racks and cabinets shall be grounded when installed. Minimum size grounding conductor shall be a #6 solid or stranded conductor and shall be connected only at the equipment rack and at the ground bus. If a method of grounding is unavailable, a grounding rod shall be installed and shall follow the requirements for grounding rod installation. This may be necessary at some building locations or small remote sites.

If required under contract, all related equipment being replaced shall be removed and delivered to a location pre-designated by the proper authority. Reasonable care shall be exercised when removing existing equipment so as not to cause damage. Existing cables shall not be cut without specific approval from OCSD/Communications Division personnel.

CONNECTIONS TO EQUIPMENT:

At County facilities, where radio frequency interference is a high probability, all audio lines shall utilize twisted-pair "Beldfoil Shield" jacketed cable similar to Belden 8450. This is 22-gauge, solid-conductor cable and contains a drain wire, which shall be grounded at the base station end only. This cable may be utilized when making connections to a multiplex channel, demarcation block or punch block. When a "Push-to-Talk" function is required, a two-conductor jacketed cable shall be utilized. Use of telephone-type cable is permissible where a single station is installed in a non-radio frequency interference environment.

All console control functions and audio lines shall be terminated on industry standard punch blocks. Punch blocks shall be of the type that utilizes pre-wired 25-pair connectors. These shall be equipped with shorting clips to allow equipment to be easily isolated. All wiring between consoles shall be by connector only and consoles shall not be "daisy-chained". Cables terminating on punch blocks shall follow industry standard color-coding formats, and shall be neatly dressed and secured. When using pre-made cables, the excess (if more than two foot) shall not be coiled but shall require cutting and attachment of new connector. Each cable shall be tested as to proper continuity and color-coding.

The installation of data, intercom, public address, alarm, closed circuit television, cable television distribution, and other miscellaneous systems shall be considered on an "as-needed" basis.

BATTERIES:

An earthquake-resistant rack shall be utilized when the installation of batteries is required. Batteries shall be installed for maximum protection in reference to seismic area.

When batteries and battery chargers are to be installed and located at a distance from the using equipment, both DC leads (A+ and A-) shall be fused at the source end. Fuse blocks or disconnects shall be located near the batteries. Any length of DC cables that requires physical support shall be installed in conduit runs or cable trays.

System chargers for 24-volt or 48-volt microwave batteries shall have a primary input of 120/208/240 AC voltage. Where possible, all 24-volt or 48-volt system chargers shall operate on 240 or 208 volts AC primary power. Primary power of 480 volts 3 phase may be accommodated at the new Loma facility.

When batteries are installed with a base station and are to be located at a distance from this station, both leads (A+ and A-) shall be fused at the battery end. The A+ lead shall also be fused at the base station end. Any distance of separation that requires physical support shall be installed in conduit runs or cable trays. Distance and current requirement shall determine the size of cable that shall be installed with battery systems. Cable size shall be adequate enough to prevent a voltage drop serious enough to affect the operation of equipment.

COMMENTS:

It is recommended that when multiple sites are to receive installations (as in County backbone systems), bulk feed line shall be supplied. The supplying of cable kits usually results in the removal of one connector, cutting of cable, and re-attachment of the connector. Jumpers supplied with cable kits are normally excessive in length and need to be shortened. This results in a number of feet of feed line for which the customer has paid for, but for which no benefit is received and which requires additional work.

Antenna feed line connectors utilized on each end of Andrew Corp. LDF5-50A and larger cable shall be of the female N-type. Jumper cables of Andrew Corp. LDF4-50A shall have male N-type connectors installed on one end and shall have the appropriate connector required for mating on the other end.

The use of Andrew Corp. FSJ4-50B SUPERFLEXIBLE cable shall be permitted only in those cases where the bending radius required cannot be achieved when using Andrew Corp. LDF4-50A. The use of Andrew Corp. FSJ1-50 or Andrew Corp. LDF2-50 shall not be permitted. Any variation from the above shall require the approval of the GSA/Communications Division for County-controlled facilities. Coordination and approval shall be required with other controlling agencies.

The use of cavities/duplexers shall be utilized on all base station installations when required. Duplexers shall be of the pass/reject or pass-only type. Individual cavities may be of the pass-only or pass/reject type depending upon the application. Notch/notch duplexers shall not be permitted for any County facility installation.

All base station installations above 50 MHz shall have, at minimum, a single-stage circulator or isolator installed, equipped with proper load. If a circulator or an isolator is used, a harmonic filter shall be installed between the circulator or isolator and the antenna. Frequencies below 50 MHz shall be considered on an "as-needed" basis.

All systems, when installed, shall have SYSTEM DOCUMENTATION "as built" completed prior to final acceptance. This shall include all information necessary for OCSD/Communications personnel to effectively make repairs. This shall include final strapping, cable identification, level settings, modifications, or any other special information that may affect the repair of said equipment. If connected to microwave, it shall have a block diagram showing final system levels and strapping required to make the system operational.

Coordination with the OCSD/Communications Division shall be required when multiplex channels are to be installed in the County Microwave System.

It is highly recommended that batteries used in microwave or base station systems be of the Absorbed or Immobilized Electrolyte type with sealed or self-resealing safety vents and can be mounted in a vertical position with a very small footprint.